

RIVERSIDE COMMUNITY COLLEGE DISTRICT
Board of Trustees – Regular Meeting –
September 16, 2008 - 6:00 p.m. – Student Services Foyer, Norco Campus

AGENDA

ORDER OF BUSINESS

Pledge of Allegiance

Anyone who wishes to make a presentation to the Board on an agenda item is requested to please fill out a “REQUEST TO ADDRESS THE BOARD OF TRUSTEES” card, available from the Public Affairs Officer. However, the Board Chairperson will invite comments on specific agenda items during the meeting before final votes are taken. Please make sure that the Secretary of the Board has the correct spelling of your name and address to maintain proper records. Comments should be limited to five (5) minutes or less.

Anyone who requires a disability-related modification or accommodation in order to participate in this meeting should contact Heidi Wills at (951) 222-8804 as far in advance of the meeting as possible.

Any public record relating to an open session agenda item that is distributed within 72 hours prior to the meeting is available for public inspection at the RCCD District Chancellor’s Office, Suite 210, 1533 Spruce Street, Riverside, California, 92507.

- I. Approval of Minutes - Regular Meeting of August 19, 2008
Special Meeting of September 2, 2008

- II. Chancellor’s Reports
 - A. Communications
Chancellor will share general information to the Board of Trustees, including federal, state, and local interests and District information.
Information Only
 - 1. “Presentation of the 2008 Community College Public Relations Organization Writer’s Scholarship” – Dr. Linda Lacy, Interim President, Riverside City College
 - 2. “Presentation by Metropolitan Water District to Norco Campus for Public Sector Program” – Mr. Al Lopez, President, Metropolitan Water District Board President

B. Resolution of the Board of Trustees of the Riverside Community College District to Acquire Real Property for Use in an Exchange – Resolution No. 5-08/09

- The Board will disclose direction to staff regarding properties known as Assessor’s Parcel Nos. 219-161-001 and 207-311-013.

Recommended Action: To be Determined

III. Student Report

IV. Comments from the Public

V. Consent Items

A. Action

1. Personnel

- Appointments and assignments of academic and classified employees.

a. Academic Personnel

1. Appointments

(a) Management (None)

(b) Contract Faculty

(c) Long-Term, Temporary Faculty

(d) Special Assignments

2. Salary Reclassification

3. Salary Placement Adjustment

4. Request to Restore Faculty Member

5. Requests for Leave Under the California Family Rights Act and the Federal Family and Medical Leave Act

b. Classified Personnel

1. Appointments

(a) Management/Supervisory

- (b) Management/Supervisory – Categorically Funded
 - (c) Classified/Confidential
 - (d) Classified/Confidential – Categorically Funded
 - (e) Short Term (Project)
 - (f) Short Term
 - (g) Temporary as Needed Student Workers
 - (h) Special Assignment
2. Request for Leave Under the California Family Rights Acts and the Federal Family and Medical Leave Act
 3. Request for Leave Without Pay
 4. Requests for Temporary Reduced Workload for Categorically-Funded Employee
 5. Separation
2. Purchase Order and Warrant Report—All District Funds
- Recommend approving/ratifying the Purchase Orders and District Warrant Claims issued by the Business Office.
 3. Budget Adjustments (None)
 4. Bid Awards
 - a. Award of Bid – Early Childhood Education Playground Renovation Project – Riverside Campus
- Recommend awarding a bid for the project.
 5. Out-of State Travel
- Recommend approving out-of-state travel requests.

6. Grants, Contracts and Agreements
 - a. Contracts and Agreements Report Less than \$72,400 – All District Funds
 - Recommend ratifying the listing of the District’s contracts and agreements that are less than \$72,400.
 - b. Cisco Networking Communications Equipment Purchases Using Western States Contracting Alliance (WSCA)
 - Recommend approving the use of Western States Contracting Alliance, Contract #7-08-70-13 for the purchase of products and equipment as provided under Public Contract Code 12110.
 - c. Agreement with California Community Colleges Chancellor’s Office
 - Recommend ratifying the agreement to provide specialized services to enhance and support statewide community college CalWORKs Program.

7. Other Items
 - a. Resolution Regarding Appropriations Subject to Proposition 4 Gann Limitation – Resolution No. 03-08/09
 - Recommend adopting a resolution establishing the 2008-2009 Gann Limit for the District.
 - b. Notice of Completion – Roof Top AC Project, Moreno Valley Campus
 - Recommend accepting the project as complete, approving the execution of the Notice of Completion and authorizing its signature.
 - c. Notice of Completion – Hot Water Loop Project, Moreno Valley Campus
 - Recommend accepting the project as complete, approving the execution of the Notice of Completion and authorizing its signature.
 - *d. Rescission of Approved Dates for the 2008-2009 Budget Inspection, Public Hearing and Adoption and Establishment and Approval of Revised Dates
 - Recommend accepting the rescission of the approved dates for the 2008-2009 budget inspection, public hearing and adoption and establishment and approval of revised dates.

Recommended Action: Request for Approval and Ratification

B. Information

1. Measure C Project Commitments Summary Report
- Informational report on Measure C general obligation bond financial activity through the period ended August 31, 2008.
2. CCFS-311Q – Quarterly Financial Status Report for the Quarter Ended June 30, 2008
- Informational report regarding the District’s financial status for the period ended June 30, 2008.

Information Only

VI. Board Committee Reports

A. Teaching and Learning Committee

1. Riverside City College Accreditation First Follow-Up Report
- Recommend approving the follow-up report in support of the reaffirmation of accreditation for Riverside City College
Recommended Action: Request for Approval

B. Resources Committee

1. Phase III Norco/Industrial Technology Building Project – Agreement/Amendment – John R. Byerly, Inc.
- Recommend approving an amendment to an inspection services agreement for the Phase III Norco/Industrial Technology Building Project.
2. Temporary Loans – Cash Shortage Arising from State Budget Impasse – Resolution No. 04-08/09
- Recommend authorizing temporary loans from various funds to be repaid with interest upon receipt of the District’s apportionment allocation occurring after the State adopts its budget.

Recommended Action: Request for Approval

C. Planning Committee (None)

D. Governance Committee

1. Revised Board Policies – Second Reading
- Recommend approving Board Policies 2010, 2015, 2100, 2110, 2210, 2220, 2305, 2310, 2315, 2320, 2330, 2340, 2355, 2360, 2365, 2432, 2610, 2716, 2717, 2720, 2730, 2735, 2745 and 4050.
Recommended Action: Request for Approval

- E. Board of Trustees Committee Meeting Minutes
- Recommend receipt of minutes from the August 12, 2008 Board of Trustees Teaching and Learning, Planning, Resources and Governance Committee meetings.
Information Only

VII. Administrative Reports

- A. Vice Chancellors
- B. Presidents

VIII. Academic Senate Reports

- A. Moreno Valley Campus/Riverside Community College District
- B. Norco Campus
- C. Riverside City College

IX. Bargaining Unit Reports

- A. CTA – California Teachers Association
- B. CSEA – California School Employees Association

X. Business from Board Members

- A. Board members will briefly share information about recent events/conferences they have attended since the last meeting.
Information Only
- B. Naming of the Digital Library and Learning Resource Center
- Recommend naming the DL/LRC in honor of Chancellor Emeritus Salvatore G. Rotella.
Recommended Action: Request for Approval
- C. Recognition of Board of Trustees Vice President Virginia M. Blumenthal – 2008 YWCA Women of Achievement Recipient - Resolution No. 6-08/09
- Recommend adopting the resolution recognizing the outstanding achievements of Ms. Blumenthal as a 2008 YWCA Woman of Achievement.
Recommended Action: Adopt the Resolution

- D. Chancellor Search Firm Consideration
- The Board will consider search firms for the vacancy for Chancellor for Riverside Community College District.
Recommended Action: To be Determined

XI. Closed Session

- Pursuant to Government Code Section 54957, public employee discipline/dismissal/release.
Recommended Action: To be Determined

XII. Adjournment

MINUTES OF THE REGULAR BOARD OF TRUSTEES MEETING
OF AUGUST 19, 2008

President Figueroa called the regular meeting of the Board of Trustees to order at 6:08 p.m., in Student Services 101, Moreno Valley Campus.

CALL TO ORDER

Trustees Present

Ms. Virginia Blumenthal
Ms. Mary Figueroa
Mrs. Janet Green
Mr. José Medina
Mr. Mark Takano
Ms. Ruth Jones, Student Trustee

Staff Present

Dr. Irving Hendrick, Interim Chancellor
Dr. Ray Maghroori, Vice Chancellor, Academic Affairs
Dr. Brenda Davis, President, Norco Campus
Dr. Linda Lacy, Interim President, Riverside City College
Dr. Monte Perez, President, Moreno Valley Campus
Ms. Chris Carlson, Chief of Staff
Mr. Aaron Brown, Associate Vice Chancellor, Finance
Mr. Jim Parsons, Associate Vice Chancellor, Public Affairs and Institutional Advancement
Mr. Art Alcaraz, Director, Diversity and Human Resources
Dr. Sharon Crasnow, President, Academic Senate, Norco Campus
Dr. Richard Mahon, President, Academic Senate, Riverside City College
Mr. Gustavo Segura, President, CSEA

Mr. James Miyashiro led in the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

Mrs. Green, seconded by Ms. Blumenthal, moved that the Board of Trustees approve the minutes of the special meeting of June 11, 2008. Motion carried. (5 ayes)

MINUTES OF THE SPECIAL MEETING OF JUNE 11, 2008

Ms. Blumenthal, seconded by Ms. Green, moved that the Board of Trustees approve the minutes of the regular meeting of June 17, 2008. Motion carried. (5 ayes)

MINUTES OF THE REGULAR MEETING OF JUNE 17, 2008

Mrs. Green, seconded by Mr. Medina, moved that the Board of Trustees approve the minutes of the special meeting of July 28, 2008. Motion carried. (5 ayes)

MINUTES OF THE SPECIAL MEETING OF JULY 28, 2008

CHANCELLORS' REPORTS

Interim Chancellor Hendrick swore in Mr. James Miyashiro as Chief of Police/Director of College Safety and Police.

“Administration of Oath of Office and Pinning of Chief of Police/ Director of College Safety and Police” – Dr. Irving Hendrick, Interim Chancellor

The Board recessed for refreshments at 6:20 p.m., and reconvened at 6:45 p.m.

Recessed/Reconvened

Ms. Figueroa opened the Public Hearing on Collective Bargaining, Riverside Community College District and California School Employees Association, Chapter #535, at 6:45 p.m. A comment was made by Ms. Marti Rodriguez Harris, CSEA Labor Relations Representative, regarding bargaining the successor agreement. The public hearing was closed at 6:46 p.m.

Public Hearing – Collective Bargaining – Riverside Community College District and California School Employees Association, Chapter #535

Mr. Takano, seconded by Mrs. Green, moved that the Board of Trustees approve the naming of an appropriate room (to be identified by the campus and the Foundation) on the Norco Campus in honor of Dale and Teresa Griffin and Griffin Communities, in recognition of a \$100,000 gift and past support given to the college through the RCCD Foundation. Motion carried. (5 ayes)

The Facilities Recognition Committee’s Recommendation to the Board of Trustees

Mr. Takano, seconded by Mrs. Green, moved that the Board of Trustees formally receive the items bequeathed to the District from the Estate. Motion carried. (5 ayes)

Miné Okubo Collection

Mr. Takano, seconded by Mrs. Green, moved that the Board of Trustees postpone accepting or rejecting any redistribution of any paintings from the Okubo Estate until such time as a review of what is in the estate is completed. Motion carried. (5 ayes)

Mrs. Green, seconded by Mr. Medina, moved that the Board of Trustees amend the agenda to consider items X-B and X-C out of order. Motion carried. (5 ayes)

MOTION TO AMEND AGENDA – BUSINESS FROM BOARD MEMBERS

By consensus the Board of Trustees accepted the RCCD Measure C Citizen's Bond Oversight Committee 2007/2008 Annual Report.

Presentation of Annual Report by Measure C Citizens' Bond Oversight Committee

The Board recognized outgoing chair of the RCCD Measure C Citizens' Bond Oversight Committee, Dr. George Beloz, for his service to the public and to the Riverside Community College District.

Recognition of Outgoing Citizens' Bond Oversight Committee Members

Ms. Jones presented the report about recent and future student activities at the Moreno Valley and Norco Campuses, and Riverside City College.

STUDENT REPORT

Mr. Brent Bechtel made a comment regarding his involvement in the Quadrangle Modernization Project and the fact that he, as a subcontractor, has not been paid by one of the contractors since March, 2008, and Mr. Stephen Clarke made a comment about the need for more student services.

COMMENTS FROM THE PUBLIC

CONSENT ITEMS

Mrs. Green, seconded by Ms. Blumenthal, moved that the Board of Trustees:

Action

Approve the amended listed academic and classified appointments, and assignment and salary adjustments; (Appendix No. 1)

Academic and Classified Personnel

Approve/ratify the Purchase Orders and Purchase Order Additions totaling \$18,061,609 and District Warrant Claims totaling \$17,616,206; (Appendix No. 2)

Purchase Order and Warrant Report – All District Funds

Award a bid for the Norco Soccer Field Project to Byrom-Davey, in the amount of \$887,000, and authorize the Vice Chancellor, Administration and Finance, to sign the associated agreement;

Award of Bid – Norco Soccer Field Project

Grant out-of-state travel as listed; (Appendix No. 3)

Out-of-State Travel

Ratify the listed contracts and agreements totaling \$1,501,627; (Appendix No. 4)

Contracts and Agreements Report Less than \$72,400 – All District Funds

Approve the agreement to provide the District with information technology support services related to RCSS's Galaxy System, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;

Agreement with the Riverside County Superintendent of Schools

Approve the certification and authorize the Vice Chancellor, Administration and Finance, to sign the resolution;

Resolution to Certify Contract Approval for Tech Prep Regional Coordination Grant

Ratify this grant agreement that provides funding, fiscal management and accountability for the District's Temporary Assistance for Needy Families (TANF), in the amount of \$242,720, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;

Agreement with Foundation for California Community Colleges

Ratify the renewal of the subcontract agreement that will allow the continuing operation of the District's TriTech Small Business Development Center, at no cost to the District, and authorize the Vice Chancellor, Administration and Finance, to sign the subcontract;

Subcontract with California State University Fullerton Auxiliary Services Corporation

Approve the agreement for citation management services, for an amount not to exceed \$45,000, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement;

Agreement with City of Inglewood

Authorize the removal of Ms. Patti Braymer, Interim Associate Vice Chancellor, from signing vendor warrant orders, salary payment orders, notices of employment, bank checks, purchase orders, and grant documents, and authorize Dr. Irving G. Hendrick, Interim Chancellor, to sign said documents;

Signature Authorization

Declare the property listed to be surplus, find that the property does not exceed the total value of \$5,000, and authorize the property to be consigned to The Liquidation Company to be sold on behalf of the District, by unanimous vote; (Appendix No. 5)

Surplus Property

Review the course sequencing plans for the Colton-Redlands-Yucaipa Regional Occupational Program and the San Bernardino County Regional Occupational Program, pursuant to Education Code 52302(b)(1);

Regional Occupational Program
Course Sequencing Plan

Accept the project as complete, approve the execution of the Notice of Completion (under Civil Code Section 3093 – Public Works), and authorize the Board President to sign the notice.

Notice of Completion – Wallpaper
Removal Project, Moreno Valley
Campus

Motion carried. (5 ayes)

Trustee Green requested that sponsorships, partnerships, grants or donations be solicited and a process developed for travel funds for students and a limit set for funds allotted from the general fund.

BOARD MEMBER REQUEST FOR
DEVELOPMENT OF STUDENT
TRAVEL ASSISTANCE PROCESS

Information

In accordance with Board Policy 1042, the Interim Chancellor has accepted the resignations of Dr. Robert Bramucci, Dean, Open Campus, effective August 13, 2008, for career advancement; Ms. Priscilla Greco, Nursing Instructor, effective August 31, 2008, for personal reasons; Ms. Marilynn Heyde, Dental Hygiene Instructor, effective June 12, 2008, for personal reasons; Mr. Lee Lover, Custodian, effective October 31, 2008, for retirement; Mr. Phillip Medlock, Student Resource Specialist, effective August 28, 2008, for personal reasons; and Ms. Bonnie Perry, Secretary IV, effective December 31, 2008, for retirement.

Separations

BOARD COMMITTEE REPORTS

Teaching and Learning

Mr. Medina, seconded by Mrs. Green, moved that the Board of Trustees ratify the Memorandum of Understanding (MOU) to work collaboratively to fulfill objectives of the Governor’s Career Technical Education Initiative Community Collaborative Grant awarded to the District, in an amount not to exceed \$90,005, and authorize the Vice Chancellor, Administration and Finance, to sign the MOU. Motion carried. (5 ayes)

Memorandum of Understanding
with Corona-Norco Unified
School District

Resources

Mr. Takano, seconded by Mr. Medina, moved that the Board of Trustees approve the amendment to the agreement to provide design services, in the amount of \$330,911, and authorize the Vice Chancellor to sign the amendment. Motion carried. (5 ayes)

Norco Student Support Center – Design Services Agreement/ Amendment – Harley Ellis Devereaux

Mr. Takano, seconded by Mrs. Green, moved that the Board of Trustees approve the agreement and expenditure of project funds, in an amount not to exceed \$2,222,181, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement with the provision that the Vice Chancellor, Administration and Finance, may extend the end date of the agreement without additional compensation. Motion carried. (5 ayes)

Norco Student Support Center – Multiple Prime Construction Management Agreement – ProWest Constructors, Inc.

Mr. Takano, seconded by Mrs. Green, moved that the Board of Trustees approve the Change Orders for the project for Versa Landscape for \$11,225.51, D. F. Perez Construction for \$13,998.30, and IAC Engineering for \$31,071.16, and authorize the Director of Capital Planning to sign the Change Orders. Motion carried. (5 ayes)

Phase III – Norco/Industrial Technology Project – Change Orders

Mr. Takano, seconded by Mr. Medina, moved that the Board of Trustees declare that an emergency exists for the repair and replacement of the electrical service for the Bradshaw Building, and approve funding in an amount not to exceed \$500,000, and authorize the use of Measure “C” funds for the project, and approve Board Resolution No. 2-08/09 authorizing the repairs. Motion carried. (5 ayes)

Bradshaw Emergency Electrical Service Repair Project – Budget Approval – Resolution No. 2-08/09

Mr. Takano, seconded by Mrs. Green, moved that the Board of Trustees approve the Change Order, in the amount of \$185,754, approve funding in the amount of \$185,754 from Measure “C” funds, and authorize the Director of Capital Planning to sign the Change Order. Motion carried. (5 ayes)

Quadrangle Modernization Project – Change Order No. 8

Planning

Ms. Green, seconded by Mr. Medina, moved that the Board of Trustees approve the final design for the project, and approve the final project budget in the amount of \$19,994,500 using District Measure “C” funds. Motion carried. (5 ayes)

Norco Student Support Center
Project – Project/Budget Approval

Governance

Ms. Blumenthal, seconded by Ms. Green, moved that the Board of Trustees accept Policies 2010, 2015, 2100, 2110, 2210, 2220, 2305, 2310, 2315, 2320, 2330, 2340, 2355, 2360, 2365, 2432, 2610, 2716, 2717, 2720, 2730, 2735, 2745, and 4050 for first reading. Motion carried. (5 ayes)

Revised Board Policies – First
Reading

Ms. Blumenthal, seconded by Mr. Takano, moved that the Board of Trustees approve Policies 2510 and 4000. Motion carried. (5 ayes)

Revised Board Policies – Second
Reading

Ms. Blumenthal, seconded by Ms. Green, moved that the Board of Trustees approve the District organization recommendations as listed. Motion carried. (5 ayes) (Appendix No. 6)

Riverside Community College
District Organization

The Board received for information the minutes from the June 10, 2008 Board of Trustees Teaching and Learning, Resources, Planning, and Governance Committee Meetings.

Board of Trustees Committee
Meeting Minutes

ADMINISTRATIVE REPORTS

The Board received an information report with 2007-2008 highlights about the District’s bookstore from Barnes & Noble College Booksellers.

Bookstore Highlights

The Board received an information report regarding revisions to parking procedures effective fall semester 2008.

AP 6750 Parking

ACADEMIC SENATE REPORTS

Dr. Crasnow reported that the Norco Academic Senate would have its first meeting of the fall semester next week.

Norco Campus

Dr. Mahon indicated that the Riverside City College Academic Senate has not yet met this fall, but wanted it noted that the District Senate Presidency rotates and this year the President of the District Senate is Mr. Doug Beckstrom, also the President of the Moreno Valley Academic Senate.

Riverside City College

BARGAINING UNIT REPORTS

Mr. Segura, President, CSEA, presented the report on behalf of the CSEA.

CSEA – California School Employees Association

BUSINESS FROM BOARD MEMBERS

Appointments of Individuals to the Measure C Citizens’ Bond Oversight Committee

Ms. Blumenthal, seconded by Ms. Green, moved that the Board of Trustees appoint Ms. Kyl Myers as the RCCD Student Organization Group representative on the Measure C Citizens’ Bond Oversight Committee for an initial two-year term of service. Motion carried. (5 ayes)

- District Student Organization/Group Representative Appointment

Ms. Blumenthal, seconded by Ms. Green, moved that the Board of Trustees appoint Mr. Thomas Kenney, from the RCCD Foundation Board, as the District Support Organization representative on the Measure C Citizens’ Bond Oversight Committee for an initial two-year term of service. Motion carried. (5 ayes)

- District Support Organization Appointment

Ms. Blumenthal, seconded by Mr. Medina, moved that the Board of Trustees appoint Mr. Frank West, a member of the American Association of Retired Persons (AARP), an active member of a Senior Citizen Group, as a representative to the Measure C Citizens’ Bond Oversight Committee for an initial two-year term of service. Motion carried. (5 ayes)

- Active Member of a Senior Citizen Group Appointment

President Figueroa and Chancellor Search Committee Chair Blumenthal presented an update on the status of the Chancellor Search.

Update on Chancellor Search

The Board adjourned the meeting at 9:40 p.m.

ADJOURNMENT

MINUTES OF THE SPECIAL BOARD OF TRUSTEES MEETING
OF SEPTEMBER 2, 2008

President Figueroa called the regular meeting of the Board of Trustees to order at 6:08 p.m., in Board Room AD122, Riverside City College.

CALL TO ORDER

Trustees Present

Ms. Virginia Blumenthal
Ms. Mary Figueroa
Mrs. Janet Green
Mr. José Medina (arrived at 6:12 p.m.)
Mr. Mark Takano

Trustees Absent

Ms. Ruth Jones, Student Trustee

Staff Present

Dr. Irving Hendrick, Interim Chancellor
Ms. Melissa Kane, Vice Chancellor, Diversity and Human Resources
Dr. Ray Maghroori, Vice Chancellor, Academic Affairs
Dr. Brenda Davis, President, Norco Campus
Ms. Chris Carlson, Chief of Staff
Mr. Jim Parsons, Associate Vice Chancellor, Public Affairs and Institutional Advancement

Guests Present

Dr. Don Averill, Principal Consultant, Professional Personnel Leasing
Mr. Sperry MacNaughton, President, MacNaughton Associates

Press Enterprise Reporter Elaine Regus led in the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

Ms. Figueroa reviewed the schedule for interviewing search firms.

INTERVIEW CHANCELLOR SEARCH FIRMS

Mr. Dabney (Bud) Park was interviewed by conference call by the Board of Trustees.

- Performance Executive Search

Mr. Robert Padilla was interviewed by conference call by the Board of Trustees.

- Academic Search, Inc.

Dr. Don Averill was interviewed by the Board of Trustees.

- Professional Personnel Leasing

The Board recessed at 7:52 p.m., and reconvened at 7:59 p.m.

Recessed/Reconvened

Mr. Sperry MacNaughton was interviewed by the Board of Trustees.

- MacNaughton Associates

Dr. Narcisa Polonio addressed the Board of Trustees, as the search to place a Chancellor at Riverside Community College District under ACCT had been extended until further action by the Board of Trustees.

- Association of Community College Trustees (ACCT)

Mr. Takano, seconded by Ms. Blumenthal, moved that the Board of Trustees will select the Chancellor Search Firm at the September 16, 2008 regular Board meeting, and that the Board will also receive any additional search firm proposals submitted to the District prior to making their selection. Motion carried. (5 ayes)

The Board adjourned the meeting at 9:26 p.m.

ADJOURNMENT

RIVERSIDE COMMUNITY COLLEGE DISTRICT
DIVERSITY AND HUMAN RESOURCES

Report No.: V-A-1-a

Date: September 16, 2008

Subject: Academic Personnel

1. Appointments

Board Policy 1040 authorizes the Chancellor (or designee) to make an offer of employment to a prospective employee, subject to final approval by the Board of Trustees.

It is recommended the following appointments be approved/ratified:

a. Management
(none)

b. Contract Faculty

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary Placement</u>
MORENO VALLEY CAMPUS			
Nicole Snitker	Dental Hygiene Instructor	09/19/08	E-1
RIVERSIDE CITY COLLEGE			
(none)			

*

c. Long-Term, Temporary Faculty

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary Placement</u>
RIVERSIDE CITY COLLEGE			
Jeffrey Mulari	Mathematics Instructor	Fall Semester 2008	C-2
Victor Tran	Mathematics Instructor	2008-09 Academic Year	G-6

d. Special Assignments

Payment as indicated to the individuals specified on the attached list.

2. Salary Reclassification

Board Policy 3080 establishes the procedures for professional growth and salary reclassification. The following employees have fulfilled the requirements of this policy.

It is recommended the Board of Trustees grant a salary reclassification to the following faculty members effective October 1, 2008:

<u>Name</u>	<u>From Column</u>	<u>To Column</u>
Rosina Chacon	E	H
Robert Fontaine	E	F
Sheryl Tschetter	D	E

Report No.: V-A-1-a

Date: September 16, 2008

Subject: Academic Personnel

3. Salary Placement Adjustment

At their meeting of August 19, 2008, the Board of Trustees approved the appointment of the following faculty member. The employees have provided appropriate verification of experience and/or coursework completed that will affect their salary placement.

It is recommended the Board of Trustees approve the adjustment of salary placement for the faculty members listed below, effective during the 2008-09 academic year.

<u>Name</u>	<u>From Column/Step</u>	<u>To Column/Step</u>
Peggy Campo	D-3	F-3
Audrey Morris	F-3	F-6

4. Request to Restore Faculty Member

Per Education Code 87731, whenever any academic employee of any community college district, who at the time of his or her resignation, was classified as regular, is reemployed within 39 months after his or her last day of paid service, the governing board of the district shall, disregarding the break in service, classify him or her as, and restore to him or her all rights, benefits, and burdens of regular service.

It is recommended the Board of Trustees restore Dr. William Vincent into his position as an Associate Professor of Health Science, at the Moreno Valley Campus, effective October 6, 2008, with salary placement at Column H, Step 19 of the Faculty Salary Schedule.

5. Requests for Leave Under the California Family Rights Act and the Federal Family and Medical Leave Act

It is recommended the Board of Trustees approve/ratify the request for leave under the California Family Rights Act and the Federal Family and Medical Leave Act for Lee Nelson, effective August 27, 2008. A maximum of 12 weeks (480 hours) of combined CFRA/FMLA will be reduced concurrently for him.

It is further recommended the Board of Trustees approve the request for leave under the California Family Rights Act and the Federal Family and Medical Leave Act for Clarence Romero, effective August 27, 2008. A maximum of 12 weeks (480 hours) of combined CFRA/FMLA will be reduced concurrently for him.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
DIVERSITY AND HUMAN RESOURCES

Report No.: V-A-1-b

Date: September 16, 2008

Subject: Classified Personnel

1. Appointments

In accordance with Board Policy 1040, the Chancellor recommends approval for the following:

a. Management/Supervisory

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary</u>	<u>Action</u>
DISTRICT				
Orin Lee Williams	Associate Vice Chancellor, Facilities, Planning, Design & Construction	10/01/08	19.7	Appointment

MORENO VALLEY CAMPUS
(None)

NORCO CAMPUS
(None)

RIVERSIDE CITY COLLEGE
(None)

b. Management/Supervisory – Categorically Funded

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary</u>	<u>Action</u>
DISTRICT				
Julie Padilla	Director, Procurement Assistance Center (MEC)	09/17/08	15.0	Appointment

MORENO VALLEY CAMPUS
(None)

NORCO CAMPUS
(None)

RIVERSIDE CITY COLLEGE
(None)

Report No.: V-A-1-b

Date: September 16, 2008

Subject: Classified Personnel

1. Appointments – Continued

c. Classified/Confidential

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary</u>	<u>Action</u>
DISTRICT				
Melissa Gibson	Police Records Clerk	09/17/08	14-1	Appointment
MORENO VALLEY CAMPUS (None)				
NORCO CAMPUS (None)				
RIVERSIDE CITY COLLEGE (None)				

d. Classified/Confidential – Categorically Funded

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary</u>	<u>Action</u>
DISTRICT (None)				
MORENO VALLEY CAMPUS				
*Nicole LeDuff	Emancipation Coach	10/06/08	18-1	Appointment
NORCO CAMPUS				
Gabriela Ramirez	Secretary I (Title V Cooperative Grant)	10/01/08	14-1	Transfer
RIVERSIDE CITY COLLEGE				
*Charissa Bowen	Emancipation Coach	10/01/08	18-1	Appointment

Report No.: V-A-1-b

Date: September 16, 2008

Subject: Classified Personnel

1. Appointments – Continued

e. Short Term (Project)

<u>Name</u>	<u>Position</u>	<u>Dates</u>	<u>Salary</u>	<u>Action</u>
DISTRICT				
Khai Le	Web Accessibility Technician	09/17/08-02/12/09	\$12/Hour	Short-Term

f. Short Term

Short-term appointments of individuals to serve on an hourly, as needed basis, as indicated on the attached list.

g. Temporary as Needed Student Workers

Short-term appointments to serve on an hourly, as needed basis, as indicated on the attached list.

h. Special Assignment

Payment to be approved for the following individual in the amount indicated for their participation in a special assignment:

Special Hollydazzle Show for 2008 Holiday Production – Create the concept for, write the “book” and design the musical numbers for a new Holiday Show that has RCC students participating along with the Performance Riverside cast (09/17/08 – 01/31/09)
 Rey O’Day – Lump Sum amount \$10,000

2. Requests for Leave Under the California Family Rights Act and the Federal Family and Medical Leave Act

It is recommended the Board of Trustees approve/ratify requests for leave under the California Family Rights Act and the Federal Family and Medical Leave Act, a maximum of 12 weeks (480 hours) of combined CFRA/FMLA will be reduced concurrently for the following classified employees:

<u>Name</u>	<u>Title</u>	<u>Retroactive to: or Effective:</u>
Clarissa Andrews	Educational Advisor	August 21, 2008
Robert Castor	Custodian	September 8, 2008
Alice Gray	Instructional Support Coordinator	August 29, 2008
Paul Ker	Floor Crew	September 8, 2008
Sandra Mathay	Secretary III	August 22, 2008
Vanessa Silversmith	Foundation Specialist	August 21, 2008

Report No.: V-A-1-b

Date: September 16, 2008

Subject: Classified Personnel

3. Request for Leave Without Pay

It is recommended the Board of Trustees approve the request for leave without pay for Hetal Patel, Human Resources Specialist II, effective October 31, 2008 through November 14, 2008. This request has the approval of the Vice Chancellor of Diversity and Human Resources.

4. Request for Temporary Reduced Workload for Categorically-Funded Employee

It is recommended that the Board of Trustees approve a reduced workload from 100% to 80% for Lauren Clark, Secretary III – CACT, effective September 17, 2008 through June 17, 2009. Ms. Clark's request has the approval of the Director, Center for Applied Competitive Technologies and the Dean, Technology and Economic Development.

5. Separation

Board policy 1042 authorizes the Chancellor to officially accept the resignation of an employee; and the Chancellor has accepted the following resignation;

It is recommended the Board of Trustees receive, for information only, the resignation of the individual listed below, effective at the end of the workday:


<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Reason</u>
Botra Moeung	Student Financial Services Specialist	September 19, 2008	Personal

Report No.: V-A-1-b

Date: September 16, 2008

Subject: Classified Personnel

Submitted by:



Melissa Kane
Vice Chancellor, Diversity and Human
Resources

Transmitted to the Board by:



Irving G. Hendrick
Interim Chancellor

Concurred by:



Chris Carlson
Chief of Staff/Executive Assistant to
the Chancellor

Concurred by:

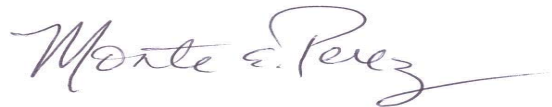


Linda Lacy
Interim President, Riverside City College



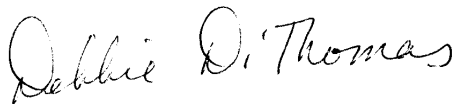
Ray Maghroori
Vice Chancellor, Academic Affairs

Brenda Davis
President, Norco Campus



Aaron Brown
Interim Vice Chancellor. Administration

Monte Perez
Interim President, Moreno Valley Campus



Debbie DiThomas
Interim Vice Chancellor, Student Services/Operations

Ujima Project (Fall 2008)

Provide coordination, organization, and leadership for the Ujima activities for Fall 2008.

Don Wilcoxson – Paid as a lump sum upon completion in the amount of \$2500.00

Translation of ESL Marketing Tools (Fall 2008)

Translation of ESL marketing tools that includes, but is not limited to brochures and website.

Compensation at Group 1, Step 3 of the Faculty hourly Salary Schedule.

Bonavita Quinto-MacCallum – Total amount to be paid not to exceed \$1128.20

National Science Foundation – Advanced Technical Education Program (Fall 2008)

Innovation Institute to High School Students. Compensation at Group 1, Step 3 of the Faculty hourly Salary Schedule.

Glen Graham – Total amount to be paid not to exceed \$2962.44

Paul Van Hulle – Total amount to be paid not to exceed \$2962.44

Stipend for use of online materials (Fall 2008)

Kristina Kauffman – Paid as a lump sum upon completion in the amount of \$300.00

Robert Prior – Paid as a lump sum upon completion in the amount of \$400.00

Richard Mahon – Paid as a lump sum upon completion in the amount of \$200.00

Karin Skiba – Paid as a lump sum upon completion in the amount of \$100.00

Teacher Preparation Title V Grant (Fall 2008)

CBEST Reading Comprehension Workshop Presenter. Compensation at Group 1, Step 3 of the Faculty hourly Salary Schedule.

Anna Christian – Total amount to be paid not to exceed \$394.87

Deborah Smith – Total amount to be paid not to exceed \$394.87

Directed Learning Activities for the Writing and Reading Center (Reading) Fall 2008

Faculty will develop Directed Learning Activities for the WRC. Aligning with Title 5 guidelines pertaining to supplemental instruction. Directed Learning Activities (DLA's) are designed to provide practice in and promote mastery of specific course SLO's. Instructor referred DLA's direct student to supplemental instructional activities to be completed in the WRC setting; these activities culminate with a required instructor conference/consultation. Compensation at Group 1, Step 3 of the Faculty hourly Salary Schedule.

Stacy Cerwin-Bates – Total amount to be paid not to exceed \$564.10

Curriculum review and assessment of the Basic Peace Officer Training Academy (Fall 2008)

Review course content, student learning outcomes, methods of instruction and evaluation and validation of curriculum. Validation of COR and standardization of academies to meet accreditation by POST. Compensation at Group 1, Step 3 of the Faculty hourly Salary Schedule.

Oliver Thompson – Total amount to be paid not to exceed \$1349.25

Homeland Security Development Project (Fall 2008)

Conduct research, develop course outlines or record and move proposed program through curriculum process. Compensation at Group 1, Step 3 of the Faculty hourly Salary Schedule.

Larisa Broyles – Total amount to be paid not to exceed \$2914.38

Search Committee Work (Summer 2008)

Compensation at Group 1, Step 3 of the Faculty hourly Salary Schedule.

Dayna Peterson Mason – Total hours not to exceed 9

Stacey Cerwin-Bates – Total hours not to exceed 6.5

Phyllis Rowe – Total hours not to exceed 1

Sheila Pisa – Total hours not to exceed 10.5

Electrician Training Curriculum (Fall 2008)

Write 7 new courses, plus identification of the current Constructor Tech & Manufacturing courses that would be part of the new program. Compensation at Group 1, Step 3 of the Faculty hourly Salary Schedule.

Glen Graham – Total amount to be paid not to exceed \$2538.45

Title V CAP Instructor – Speaking, Culture, Race and Religion #3 (Spring 2008)

Santos Roman – Paid as a lump sum upon completion in the amount of \$227.88

Jamie Brown – Paid as a lump sum upon completion in the amount of \$227.88

Co-Chair, One Book One College (Fall 2008)

Develop and organize events to encourage campus wide reading.

Jeff Rhyne – Paid as a lump sum upon completion in the amount of \$500.00

Sonya Nyrop – Paid as a lump sum upon completion in the amount of \$500.00

Co-Chair, One Book One College (Spring 2009)

Develop and organize events to encourage campus wide reading.

Jeff Rhyne – Paid as a lump sum upon completion in the amount of \$500.00

Sonya Nyrop – Paid as a lump sum upon completion in the amount of \$500.00

SALARY SCHEDULE FOR CLASSIFIED EMPLOYEES
EMPLOYED AS NEEDED

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary Placement</u>
Kohls, Renee	Clerical, Substitute	09/08/08-06/30/09	10-1 (Conf.)
Medina, Tamara	Clerical, Substitute	08/25/08-11/30/08	10-1 (Conf.)
Vu, Nam	Custodial, Substitute	07/31/08-06/30/09	13-1

EMPLOYED AS NEEDED

SALARY SCHEDULE FOR TEMPORARY, NON-CERTIFICATED, HOURLY EMPLOYEES
BOARD POLICY 4035

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary Policy 4035</u>
Mullikin, Daniel	Accompanist III	07/01/08-06/30/09	\$15.00/hour
Rafael, Arthur	Accompanist III	07/01/08-06/30/09	\$15.00/hour
Morataya, Mayra	Classroom Assistant	09/01/08-06/30/09	\$10.00/hour
Ortiz, Veronica	Computer Operator	07/01/08-06/30/09	\$15.00/hour
Vu, Nam	Custodial Assistant	07/31/08-06/30/09	\$12.50/hour
Sooter, Stacy	Grant Facilitator	07/01/08-06/30/09	\$40.00/hour
Taylor, Jennifer	Grant Facilitator	07/01/08-06/30/09	\$40.00/hour
Balbier, Janice	Grant Project Ed. Trainer I	08/25/08-06/29/09	\$25.00/hour
Lim, Andrew	IMC Trainee	07/01/08-06/30/09	\$40.00/hour
Slater, Janel	Instructional Aide I	07/01/08-06/30/09	\$8.00/hour
Lorenz, Kristin	Instructional Aide III	09/02/08-06/30/09	\$9.00/hour
Shaughnessy, John	Interpreter I	07/01/08-06/30/09	\$18.00/hour
Shaughnessy, Judyth	Interpreter I	07/01/08-06/30/09	\$18.00/hour
Burns, Sharon	Interpreter III	07/01/08-06/30/09	\$27.00/hour

EMPLOYED AS NEEDED
SALARY SCHEDULE FOR TEMPORARY, NON-CERTIFICATED, HOURLY EMPLOYEES
BOARD POLICY 4035, CONT.

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary Policy 4035</u>
Rueb, Benjamin	Matriculation Assistant I	07/01/08-06/30/09	\$9.00/hour
Bell, Wendy	Office Assistant I	07/01/08-06/30/09	\$9.00/hour
Porras-Espinoza, Francisco	Office Assistant I	07/01/08-06/30/09	\$9.00/hour
Montoya, Tabitha	Office Assistant I	07/01/08-06/30/09	\$9.00/hour
Allen, Lisa	Office Assistant II	08/18/08-06/30/09	\$10.50/hour
Johnson, Christian	Office Assistant II	07/28/08-06/30/09	\$10.50/hour
Landa, Josue	Office Assistant II	07/01/08-06/30/09	\$10.50/hour
Metcalf, Emily	Office Assistant II	08/18/08-06/30/09	\$10.50/hour
Rasmussen, Sheila	Office Assistant II	08/01/08-06/30/09	\$10.50/hour
Reed, Christopher	Office Assistant II	08/01/08-06/30/09	\$10.50/hour
Baylus, Sarah	SI Leader	07/01/08-06/30/09	\$12.00/hour
Fuentes, Nataly	SI Leader	07/01/08-06/30/09	\$12.00/hour
Grenier, Annette	SI Leader	09/02/08-11/01/08	\$12.00/hour
Harry, Keith	SI Leader	07/01/08-06/30/09	\$12.00/hour
Rodriguez, Daniel	SI Leader	07/01/08-06/30/09	\$12.00/hour
Ruiz, Jaime	SI Leader	07/01/08-06/30/09	\$12.00/hour
Stark, Rachel	SI Leader	07/01/08-06/30/09	\$12.00/hour
Wagner, Tyrel	SI Leader	09/02/08-11/01/08	\$12.00/hour
Pytlak, Gregory	Technical Director	07/01/08-06/30/09	\$12.65/hour
Drevdahl, Jordan	Tutor III	07/01/08-06/30/09	\$9.25/hour
Walker, Kristin	Tutor III	07/01/08-06/30/09	\$9.25/hour

DISTRICT FUNDS

MORENO VALLEY CAMPUS

NAME	POSITION	DEPARTMENT	DATE	RATE
Gould, Madeline	Tutor	Tutorial Services	09/04/08	\$ 8.50
Graham, Andrew	Tutor	Tutorial Services	09/04/08	\$ 9.00
Lara, Kendra	Student Assistant	Dean of Student Services	09/05/08	\$ 8.50
Myers, Bethany	Lab Aid	Comm, Humanities, Social Science/ MSIS	08/12/08	\$ 8.00
Rivas, Sandra	Instructional Assistant	Early Childhood Studies	09/05/08	\$ 8.00
Salazar, Maria	Instructional Assistant	Early Childhood Studies	08/20/08	\$ 8.00

NORCO CAMPUS

NAME	POSITION	DEPARTMENT	DATE	RATE
Enriquez, Michael	IMC Assistant Trainee	Instructional Media Center	09/03/08	\$ 8.00
Hawkins, Donimique	Tutor	Tutorial Services	09/04/08	\$ 8.00
Herrera, Salvador	IMC Assistant Trainee	Instructional Media Center	07/01/08	\$ 8.00
Ibrahim, Younan	Tutor	Tutorial Services	08/12/08	\$ 8.00
Phillips, Matthew	Tutor	Tutorial Services	08/28/08	\$ 8.00
Roman, Perla	Tutor	Tutorial Services	08/12/08	\$ 8.25
Shapiro, Bethany	Tutor	Tutorial Services	09/03/08	\$ 8.00

RIVERSIDE CITY COLLEGE

NAME	POSITION	DEPARTMENT	DATE	RATE
Acevedo, Tania	Office Worker	Physical Education / Pool	09/05/08	\$ 8.00
Calderon, Adam	Circulation Assistant	Library	08/18/08	\$ 8.00
Castro, Leilani	Data Entry	Instructional Media Center	08/18/08	\$ 8.00
Choudhuri, Neil	Lab Aide	Information Systems and Technology	09/05/08	\$ 8.00
Croddy, Heidi	Student Aide	Humanities & Social Science	09/05/08	\$ 8.50
Dealy, Linda	Instructional Aide	Early Childhood Studies	08/20/08	\$ 8.00
Do, Duy	Math Lab Tutor	Mathematics	08/12/08	\$ 8.50
Fausett, Kassi	Instructional Aide	Early Childhood Studies	08/05/08	\$ 8.00
Ferreira, Otavio	Tutor	Tutorial Services	09/05/08	\$ 8.25
Garcia, Jan	Tutor	Tutorial Services	08/12/08	\$ 8.25
Halim, Cecilia	Student Worker	Outreach	08/12/08	\$ 8.00
Jackson, Emily	Instructional Aide I	Fine & Performing Arts / Music	09/05/08	\$ 8.00
Kindong, Dieudonne	Tutor	Tutorial Services	08/05/08	\$ 8.50
Lent, Gregory	Lab Aide	English Writing Center	08/18/08	\$ 8.00
Martinez, Mayra	Student Worker	Outreach	08/12/08	\$ 8.00
McKeon, Corrina	Circulation Assistant	Library	08/20/08	\$ 8.00
Meyer, Jessica	Lab Aide	English Writing Center	08/12/08	\$ 8.00
Millian, Marie	Lab Aide	Information Systems and Technology	08/12/08	\$ 8.50
Ortiz, Wendy	Circulation Assistant	Library	08/12/08	\$ 8.00
Padilla, Janett	Accommodations Aide	Disabled Student Services	09/05/08	\$ 8.00
Reed, Brandon	Production Assistant	Instructional Media Center	08/18/08	\$ 8.00
Rigby, Godfrey	Peer Health Educator	Health Services	09/05/08	\$ 8.00
Robinson, Robbie	Clerical / Maintenance	Student Services/Physical Education/Basketball	09/05/08	\$ 8.25
Rollings, Micheal	Instructional Aide	Early Childhood Studies	08/05/08	\$ 8.00
Stalian, Dwayne	Student Outreach Worker	Outreach	08/12/08	\$ 8.00
Wright, Clarence	Lab Aide	English Writing Center	08/18/08	\$ 8.00

CATEGORICAL FUNDS

AMERICA READS PROGRAM

NAME	POSITION	DEPARTMENT	DATE	RATE
Hudgins, Katie	Student Tutor	CNUSD/Aburndale	08/27/08	\$ 10.25

AMERICA COUNTS PROGRAM

NAME	POSITION	DEPARTMENT	DATE	RATE
Hudgins, Katie	Student Tutor	CNUSD/Aburndale	08/27/08	\$ 10.25

CATEGORICAL FUNDS (Continued)

COMMUNITY SERVICE PROGRAM

NAME	POSITION	DEPARTMENT	DATE	RATE
Jacobs, Erika	Instructional Assistant	Early Childhood Studies - MV	09/05/08	\$ 8.00
Jones, Alexandria	Instructional Assistant	Early Childhood Studies - MV	09/05/08	\$ 8.00
Medina, Kimberly	Library Asst.	Butterfield Elementary	08/27/08	\$ 8.75
Mejia, Alba	Student Worker	Riverside Housing Authority	09/05/08	\$ 8.00

MORENO VALLEY CAMPUS

NAME	POSITION	DEPARTMENT	DATE	RATE
Bishop, Stephen	Office Assistant	Health, Human, & Public Service/ PA Program	09/04/08	\$ 10.00
Campbell, Kristen	Student Assistant	Student Activities	08/27/08	\$ 8.00
Garaysi, Michael	Student Worker	Assessment Center	08/18/08	\$ 8.00
Lockett, Monique	Clerk	EOPS	09/05/08	\$ 8.00
Nieto, Miriam	Business Development Assistant	Customized Solutions	09/04/08	\$ 8.00
Pennant, Jeremy	Student Assistant	Student Activities	09/05/08	\$ 8.00
Robinson, Maisha	Office Assistant	EOPS	08/27/08	\$ 8.00

NORCO CAMPUS

NAME	POSITION	DEPARTMENT	DATE	RATE
Kawile, Nathan	Office Assistant	Job Placement	09/05/08	\$ 8.00
Quinones, Oscar	IMC Assistant Trainee	Instructional Media Center	08/27/08	\$ 8.00

RIVERSIDE CITY COLLEGE

NAME	POSITION	DEPARTMENT	DATE	RATE
Aguilar, Jose	Tutor	Mathematics	09/05/08	\$ 8.00
Alvidrez Jr., Joel	Attendant	Art Gallery	09/04/08	\$ 8.00
Azadbakht, Mostafa	Student Worker	Food Services	08/26/08	\$ 8.00
Blount, Enchanning	Student Assistant	Student Activities	08/20/08	\$ 8.00
Booker, Marqueeta	Student Assistant	Business Admin- Ujimia	08/26/08	\$ 10.25
Brooks, Karl	Student Worker	Outreach	09/04/08	\$ 8.00
Chovan, Jasmine	Office Assistant	Athletics	08/27/08	\$ 8.00
Cornejo, Diana	Attendant	Art Gallery	09/04/08	\$ 8.00
Covarrubias, Moises	Office Clerk	Art Dept.	09/04/08	\$ 8.00
Dorton, Samera	Peer Mentor	Student Financial Services	09/04/08	\$ 8.50
Flores, Jose	Attendant	Art Gallery	09/05/08	\$ 8.00
Garcia, Charles	Clerical / Maintenance	Physical Education / Basketball	09/05/08	\$ 8.25
Garcia, Laura	Receptionist	Ben Clark -Fire Technology	08/27/08	\$ 9.00
Garciamunguia, Noe	Attendant	Art Gallery	09/05/08	\$ 8.00
Gonzalez, Constantino	Student Worker	Outreach	09/05/08	\$ 9.00
Howard, Danielle	Student Assistant	Business Admin- Ujimia	09/05/08	\$ 8.00
Jacobsen, Shanna	Student Worker	Food Services	08/27/08	\$ 8.00
Jimenez, Jessica	Office Assistant	Senior Citizen Education	09/05/08	\$ 8.00
Lozada, Audilia	Peer Mentor	Student Financial Services	09/05/08	\$ 8.50
Manuel, Brittany	Office Assistant	Athletics	08/18/08	\$ 8.00
Ooten, Kymberly	Student Worker	Physical Education / Basketball	09/05/08	\$ 8.00
Ortega, Elsa	Eops Clerk	EOPS	07/29/08	\$ 8.00
Ortiz, Rafael	Student Worker	Counseling	08/27/08	\$ 8.00
Orvalle, Ruth	Office Assistant	Customized Solutions	08/26/08	\$ 8.00
Owens, Andrane	Student Worker	Outreach	09/05/08	\$ 8.00
Parfitt, Joshua	Student Worker	Counseling	08/05/08	\$ 8.00
Pulu, Simei	Lab Aid I	Applied Technology / Telecom	09/05/08	\$ 10.00
Quintero, Lydia	Peer Mentor	Student Financial Services	09/05/08	\$ 8.50
Richeri, Natalia	Track & Field Manager	Physical Education / Track	09/05/08	\$ 8.00
Walters, Howard	Lab Aid I	Applied Technology / Telecom	09/05/08	\$ 10.00

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-2

Date: September 16, 2008

Subject: Purchase Order and Warrant Report – All District Funds

Background: The attached Purchase Order and Warrant Report – All District Funds is submitted to comply with Education Code Sections 81656 and 85231. The Purchase Orders and Purchase Order Additions, totaling \$3,454,731 requested by District staff and issued by the District Business Office have been reviewed to verify that budgeted funds are available in the appropriate categories of expenditure.

District Warrant Claims (numbers 123584-124658) totaling \$5,943,637 have been reviewed by the Business Office to verify that monies are available in the appropriate Funds for payment of these warrants. These claims also have been reviewed, on a sample basis, by the Riverside County Office of Education through their claim audit program.

Recommended Action: It is recommended that the Board of Trustees approve/ratify the Purchase Orders and Purchase Order Additions totaling \$3,454,731 and District Warrant Claims totaling \$5,943,637.

Irving G. Hendrick
Interim Chancellor

Prepared by: Doretta Sowell
Purchasing Manager

Report of Purchases-All District Funds
Purchases Over \$72,400
8/01/08 thru 8/31/08

PO#	Department	Fund	Vendor Name	Description	Amount
B0004545	Information Services	11	Western Data Enterprises, Inc	Computer Equipment Maintenance	\$ 142,221
B0004557	Human Resources & Diversity	61	AMF Risk Management Solutions	Medical Stop Loss Insurance	174,000
C0002091	Facilities	11	AMP Mechanical, Inc.	HVAC Maintenance	146,364
C0002113	Academy / Criminal Services	11	Riverside County Sheriffs Dept	Professional Services Continuity Officers	449,264
C0002114	Health, Human & Public Services - MV	11	March Joint Powers Authority	Rents and Leases	98,580
C0002124	Academy / Criminal Services	11	Riverside County Fire Department	Fire Tech Coordinator	167,558
C0002129	Finance	11	Riverside County Office of Ed	Galaxy System Support Fees	131,000
P0015363	Facilities	41	Center Point Electric	Bradshaw Emergency Equipment & Repairs	100,902
P0015412	Health Services	11	Student Insurance	Student Insurance	74,258
P0015706	Information Services	11	Computerland of Silicon Valley	Computer Software Maint/License	83,957
					<u>\$1,568,104</u>
All Purchase Orders, Contracts and Additions under \$72,400 for the period of 8/01/08 - 8/31/08					
Contracts C2082 - C2136					\$687,098
Contract Additions - C1998					
Purchase Orders P15308 - P15752					825,134
Purchase Order Additions - P14892 - P15292					
Blanket Purchase Orders B4449 - B4614					374,395
Blanket Purchase Order Additions - B4299					
Total					<u>\$1,886,627</u>
Grand Total					<u>\$3,454,731</u>

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-4-a

Date: September 16, 2008

Subject: Award of Bid – Early Childhood Education Playground Renovation Project-
Riverside Campus

Background: On August 14, 2008, the District received eight (8) bids for the Early Childhood Education Playground Renovation Project-Riverside Campus in response to an Invitation for Bid solicitation. The results were as follows:

<u>Contractor</u>	<u>Total Bid</u>	<u>Business Location</u>
Donald R. Hart	\$ 95,095	Norco, Ca
Inland Building Construction	\$ 64,600	San Bernardino, CA
Hinkley & Associates	\$ 55,000	Highland, CA
Horizons Construction Co.	\$ 71,700	Anaheim, CA
Ascend Management Services	\$ 84,974	Fullerton, CA
CA Construction	\$ 94,500	Riverside, CA
Wheeler Paving Inc	\$ 77,000	Riverside, CA
Lambard Enterprises	\$145,650	Chino, CA

Staff recommends awarding the bid to Hinkley & Associates for the total bid amount of \$55,000. References for Hinkley & Associates were checked by Facilities, Planning, Design and Construction staff and were found to be satisfactory. This project will be funded from Fund 41, Resource 4110 (Child Development Center) in the amount of \$53,140 and Fund 33, Resource 3300 (Child Care – Riverside Campus) in the amount of \$1,860.

Recommended Action: It is recommended that the Board of Trustees award a bid for the Early Childhood Education Playground Renovation Project - Riverside Campus to Hinkley & Associates in the total amount of \$55,000 and authorize the Vice Chancellor, Administration and Finance to sign the associated agreement.

Irving G. Hendrick
Interim Chancellor

Prepared by: Doretta Sowell
Purchasing Manager

Becky Elam
Vice President-Business Services,
Riverside

RIVERSIDE COMMUNITY COLLEGE DISTRICT
CHANCELLOR'S OFFICE

Report No.: V-A-5

Date: September 16, 2008

Subject: Out-of-State Travel

Board Policy 7011 establishes procedures for reimbursement for out-of-state travel expenses; and the Board of Trustees must formally approve out-of-state travel beyond 500 miles; It is recommended that out-of-state travel be granted to:

Retroactive:

- *1) Ms. Sandra Baker, district dean, school of nursing, Riverside City College, to travel to San Antonio, Texas, September 16-21, 2008, to attend the National League for Nursing Education Summit 2008. Estimated cost: \$2,740.96. Funding source: the general fund.
- **2) Mr. Robert Fontaine, associate professor, emergency medical services, Moreno Valley, to travel to St. Louis, Missouri, September 11-14, 2008, to attend the National Association of Emergency Medical Service Educators. Estimated cost: \$1,469.00. Funding source: the general fund.
- **3) Dr. Chris Nollette, assistant professor/director, emergency medical services and paramedic programs, Moreno Valley, to travel to St. Louis, Missouri, September 11-14, 2008, to attend the National Association of Emergency Medical Services Educators. Estimated cost: \$400.00. (Cost is for meals. All other costs are being paid by the National Association of Emergency Medical Services Educators) Funding source: the general fund. **Delay in Board approval for both of these retroactive requests was due to administrative and funding concerns.
- *4) Ms. Patricia Tutor, associate professor, school of nursing, Riverside City College, to travel to San Antonio, Texas, September 16-21, 2008, to attend the National League for Nursing Education Summit 2008. Estimated cost: \$2,734.45. Funding source: Health Resources and Services Administration funding.
- *5) Ms. Tammy Van Hul, associate professor, school of nursing, Riverside City College, to travel to San Antonio, Texas, September 16-21, 2008, to attend the National League for Nursing Education Summit 2008. Estimated cost: \$1,432.70. Funding source: the general fund. *The delay in Board approval for these requests happened when the department requested pre-payment of the registration on May 22, 2008. They believed the out-of-state travel requests had been forwarded at that time for inclusion on the June or August Board Report.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
CHANCELLOR'S OFFICE

Report No.: V-A-5

Date: September 16, 2008

Subject: Out-of-State Travel

Revisions:

- 1) At the meeting of June 17, 2008, the Board of Trustees approved out-of-state travel for Ms. Sandra Goulsby, assistant director, admissions and records, to travel to Portland, Oregon, July 20-24, 2008, to attend the 2008 Annual Western Association Veteran Education Specialist Conference. Estimated cost: \$1,304.09. Funding source: the general fund. Ms. Jaime Clifton, admissions and records supervisor, admissions and records, was a last minute substitute traveling in place of Ms. Goulsby. Estimated cost: \$1,396.00.

Current:

Moreno Valley Campus:

- 1) Dr. Wolde-Ab Isaac, dean, health sciences programs, to travel to Baltimore, Maryland, October 29-November 4, 2008, to attend the 2008 Association of Schools of Allied Health Professions. Estimated cost: \$2,621.00. Funding source: the general fund.

Norco Campus:

- 1) Ms. Sheryl Tshetter, associate professor, English, to travel to Indianapolis, Indiana, October 25-28, 2008, to attend the Indiana University-Purdue University, Indianapolis Assessment Conference. Estimated cost: \$1,321.00. Funding sources: \$200.00 from the general fund, and \$1,121.00 from Institutional Effectiveness funding.

Riverside City College:

- 1) Ms. Kris Anderson, associate professor, English, to travel to Evansville, Indiana, October 5-7, 2008, to participate as a featured reader in the University of Southern Indiana's Ropewalk Series. Estimated cost: \$706.05. Funding sources: \$250.00 from the general fund, and \$456.05 to be paid by the employee.
- 2) Dr. Amber Casolari, assistant professor, economics, to travel to Alberto, Canada, October 15-19, 2008, to attend the International Society for the Scholarship of Teaching and Learning Conference. Estimated cost: \$2,080.20. Funding source: Basic Skills grant funding.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
CHANCELLOR'S OFFICE

Report No.: V-A-5

Date: September 16, 2008

Subject: Out-of-State Travel (continued)

- 3) Mr. Richard Finner, associate professor, graphics technology, applied technology, to travel to Chicago, Illinois, October 24-28, 2008, to attend the Graphic Arts Technical Foundation Teachers' Conference. Estimated cost: \$670.00. Funding source: the general fund.
- 4) Ms. Phyllis Hilton, instructional department specialist, cosmetology, to travel to Mooresville, North Carolina, October 21-24, 2008, to attend American Software Corporation – Training. Estimated cost: \$1,120.00. Funding source(s): \$1,000.00 from the Perkins grant fund, and \$120.00 from the general fund.
- 5) Ms. Marylin Jacobsen, director, International Student Center, to travel to Honolulu, Hawaii, November 10-15, 2008, to attend the NAFSA: Association of International Educators Conference. Estimated cost: \$3,146.09. Funding source: the general fund.
- 6) Ms. Rebecca Kessler, instructor, cosmetology, to travel to Mooresville, North Carolina, October 21-24, 2008, to attend the American Software Corporation - Training. Estimated cost: \$1,120.00. Funding sources: \$1,000.00 from the Perkins grant fund, and \$120.00 from the general fund.
- 7) Dr. Linda Lacy, interim president, Riverside City College, to travel to Pago Pago, American Samoa, October 19-24, 2008, to participate on an accreditation team. There is no cost to the District.
- 8) Dr. Marilyn Martinez-Flores, dean, academic support, to travel to Alberta, Canada, October 15-19, 2008, to attend the International Society for the Scholarship of Teaching and Learning Conference. Estimated cost: \$2,092.91. Funding source: Title V grant funds.
- 9) Dr. Carolyn Quin, dean, Riverside School for the Arts, to travel to Portland, Oregon, October 21-24, 2008, to attend the Annual Conference and Pre-Conference for International Council of Fine Arts Deans "Creating Climates of Change." Estimated cost: \$2,100.00. Funding source: the general fund.
- 10) Ms. Phyllis Rowe, associate professor, school of nursing, to travel to San Antonio, Texas, September 17-20, 2008, to attend the Nursing Education Summit 2008. Estimated cost: \$970.41. Funding source: the general fund.
- 11) Ms. Aya Saito, international students and programs specialist, international student center, to travel to Tokyo, Nagoya, Kyoto and Hokkaido, Japan, October 10-18, 2008, to participate in an international student recruitment trip. Estimated cost: \$2,770.33. Funding source: the general fund.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
CHANCELLOR'S OFFICE

Report No.: V-A-5

Date: September 16, 2008

Subject: Out-of-State Travel (continued)

- 12) Ms. Aya Saito, international students and programs specialist, international student center, to travel to Honolulu, Hawaii, November 8-15, 2008, to accompany three students attending the Association of International Educators Conference. Estimated cost: \$3,595.00. Funding sources: \$3,000.00 from ASRCC funds, and \$595.00 from the International Club Trust Fund Account.
- 13) Dr. Heather Smith, assistant professor, life sciences, to travel to Washington, DC, September 28-October 3, 2008, to attend the New Project Directors' Meeting, United States Department of Agriculture - Cooperative State Research, Education, and Extension Service Competitive Programs Writing Winning Grants Workshop. Estimated cost: \$2,092.00. Funding source: the United States Department of Agriculture, Soil Science grant.
- 14) Mr. Peter Westbrook, director, cosmetology, to travel to Mooresville, North Carolina, October 21-24, 2008, to attend American Software Corporation – Training. Estimated cost: \$1,537.00. Funding sources: \$1,000.00 from the Perkins grant fund, and \$537.00 from the general fund.

Riverside Community College District:

- 1) Ms. Virginia Blumenthal, Member, Board of Trustees, to travel to New York City, New York, October 29-November 2, 2008, to attend the Association of Community College Trustees Annual Congress. Estimated cost: \$2,734.00. Funding source: the general fund.
- 2) Dr. Shelagh Camak, executive dean, workforce development, to travel to Aspen, Colorado, October 5-9, 2008, to attend the Community Action Partnership, Aspen Institute Roundtable Leadership Seminar – “Racial Equity.” Estimated cost: \$58.40. (There are no other costs to the District.) Funding source: the general fund.
- 3) Board of Trustees President Mary Figueroa to travel to New York City, New York, October 29-November 2, 2008, to attend the Association of Community College Trustees Annual Congress. Estimated cost: \$2,773.00. Funding source: the general fund.
- 4) Ms. Janet Green, Member, Board of Trustees, to travel to New York City, New York, October 29-November 2, 2008, to attend the Association of Community College Trustees Annual Congress. Estimated cost: \$2,734.00. Funding source: the general fund.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
CHANCELLOR'S OFFICE

Report No.: V-A-5

Date: September 16, 2008

Subject: Out-of-State Travel (continued)

- 5) Dr. Lyn Greene, associate dean, grant and contract services, to travel to Dayton, Ohio, October 2-3, 2008, to attend the National Science Foundation Logistic and Supply Chain Technology Planning Grant Session 1. Estimated cost: \$898.08. Funding source: (Commerce and Economic) National Science Foundation Center of Logistic grant funds.
- 6) Interim Chancellor Irving Hendrick to travel to New York City, New York, October 29-November 1, 2008, to attend the Association of Community College Trustees Annual Congress. Estimated cost: \$2,494.00. Funding source: the general fund.
- 7) Mr. Richard Keeler, director, grant and contract services, to travel to Washington, DC, November 4-8, 2008, to attend the 2008 Council for Resource Development 42nd Annual Conference. Estimated cost: \$2,516.76. Funding source: the general fund.
- 8) Mr. Jose Medina, Member, Board of Trustees, to travel to Denver, Colorado, October 10-12, 2008, to attend the Hispanic Association of Colleges and Universities 22nd Annual Conference. Estimated cost: \$1,987.62. Funding source: the general fund.
- 9) Mr. Jose Medina, Member, Board of Trustees, to travel to New York City, New York October 29-November 2, 2008, to attend the Association of Community College Trustees Annual Congress. Estimated cost: \$3,174.39. Funding source: the general fund.
- 10) Ms. Deborah Slayton, procurement specialist, Procurement Assistant Center, to travel to Arlington, Virginia, October 5-8, 2008, to attend the Association of Procurement Technical Assistance Centers' 2008 Fall Training Conference. Estimated cost: \$2,147.00. Funding source: Procurement Assistance Center grant funds.
- 11) Mr. Mark Takano, Member, Board of Trustee, to travel to New York City, New York, October 29-November 2, 2008, to attend the Association of Community College Trustees Annual Congress. Estimated cost: \$3,162.39. Funding source: the general fund.

Irving G. Hendrick
Interim Chancellor

Prepared by: Michelle Haeckel
Administrative Secretary III

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-6-a

Date: September 16, 2008

Subject: Contracts and Agreements Report Less than \$72,400 – All District Funds

Background: On September 11, 2007, the Board of Trustees authorized delegating authority to the Chancellor to authorize contractual agreements and the expenditure of funds pursuant to the Public Contract Code Section 20650 threshold, currently set at \$72,400. The attached listing of contracts and agreements under \$72,400, requested by campus and District staff and issued by the District Business Office, have been reviewed to verify that budgeted funds are available in the appropriate category of expenditure. Unless otherwise noted, the period covered by the contract or agreement is within fiscal year 2008-2009. The contracts and agreements have been executed pursuant to the boards' delegation of authority and are presented on this agenda for ratification.

Recommended Action: It is recommended that the Board of Trustees ratify the contracts and agreements totaling \$687,098.

Irving G. Hendrick
Interim Chancellor

Prepared by: Doretta Sowell
Purchasing Manager

Contracts and Agreements Report-All District Funds
 \$72,400 and Under
 8/01/08 thru 8/31/08

PO#	Department	Vendor Name	Business Location	Description	Amount
C0001998	Auxiliary Business Services	Vavrinek, Trine, Day & Co., LLP	Rancho Cucamonga, CA	Audit Services	\$ 11,300
C0002082	Health, Human & Public Services - MV	Riverside Faculty Medical Group	Moreno Valley, CA	Consultants	17,000
C0002083	Mathematics, Science & PE-MV	Fitness 19	Moreno Valley, CA	Rents and Leases	19,000
C0002084	Customized Solutions	Jahelka, Tamara	Idyllwild, CA	Driver's Training	800
C0002085	Human Resources & Diversity	Association of Comm Coll Trustees	Washington, DC	Consultants	30,000
C0002086	Performance Riverside	Christian Youth Theatre Tucson	Tucson, AZ	Scenic Rental	5,000
C0002087	Facilities - Norco	Borg Pacific Inc	Highland, CA	DSA Inspector Norco Soccer Field	26,000
C0002088	Athletics	Clover, James B.	Riverside, CA	Physicals	7,000
C0002089	Athletics	Clover, James B.	Riverside, CA	Trainer Services	3,000
C0002090	Library	Innovative Interfaces, Inc.	Emeryville, CA	Computer Software Maint/License	41,724
C0002092	Facilities	ThyssenKrupp Elevator	Anaheim, CA	Repairs - Parts	9,700
C0002093	Learning Resource Center	Omnimusic	Port Washington, NY	License Fee	1,900
C0002094	Community Ed & Senior Citizen Ed	Youngerman, Stephen	Riverside, CA	Professional Services	10,000
C0002095	Occupational Education	Banc of America Leasing	Troy, MI	Equip Additional \$5000 >	3,600
C0002096	Community Ed & Senior Citizen Ed	D & D's Dance Center	Riverside, CA	Rents and Leases	2,000
C0002097	Community Ed & Senior Citizen Ed	Terry S Rowen, Inc.	Agoura Hill, CA	Professional Services	5,000
C0002098	Community Ed & Senior Citizen Ed	Bikram Yoga Inland Empire	San Bernardino, CA	Professional Services	5,000
C0002099	Community Ed & Senior Citizen Ed	Allen, Lewis J.	Riverside, CA	Professional Services	5,000
C0002100	Community Ed & Senior Citizen Ed	Shepherd, Kim	Moreno Valley, CA	Professional Services	5,000
C0002101	Community Ed & Senior Citizen Ed	Cybersafe Press	Los Alamitos, CA	Professional Services	2,000
C0002102	Community Ed & Senior Citizen Ed	De-Ivy Management	Riverside, CA	Professional Services	2,000
C0002103	Community Ed & Senior Citizen Ed	Gereau, Servando	Redlands, CA	Professional Services	1,000
C0002104	Community Ed & Senior Citizen Ed	McDonald, Victoria	Perris, CA	Professional Services	1,000
C0002105	Community Ed & Senior Citizen Ed	W.I.T.S.	Virginia Beach, VA	Professional Services	5,000
C0002106	Community Ed & Senior Citizen Ed	Wyman, Robert Kurt	Dana Point, CA	Professional Services	1,000
C0002107	Community Ed & Senior Citizen Ed	California Mind Institute	La Quinta, CA	Professional Services	5,000
C0002108	Community Ed & Senior Citizen Ed	Stage Presence Studio of the Arts	Rancho Cucamonga, CA	Professional Services	5,000
C0002110	Community Ed & Senior Citizen Ed	Southern CA Reading & Math Clinics	Moreno Valley, CA	Professional Services	1,000
C0002111	Community Ed & Senior Citizen Ed	Marshall Reddick Seminars	Irvine, CA	Professional Services	500
C0002112	Board of Trustees	Burke, Williams and Sorensen LLP	Los Angeles, CA	Legal	5,000
C0002115	Performance Riverside	Musical Theatre West	Long Beach, CA	Set Rental	8,200
C0002116	Performance Riverside	City of Riverside	Riverside, CA	Banner Permits	400
C0002117	VTEA	Colton Redlands Yucaipa ROP	Redlands, CA	Tech Prep Grant	40,660
C0002118	VTEA	Palo Verde Community College	Blythe, CA	Travel Expense	1,602
C0002119	VTEA	College of the Desert	Palm Desert, CA	Travel Expense	2,502
C0002120	VTEA	Golden West College	Huntington Beach, CA	Tech Prep Grant	25,000
C0002121	VTEA	College of the Desert	Palm Desert, CA	Tech Prep Grant	66,000

Contracts and Agreements Report-All District Funds
\$72,400 and Under
8/01/08 thru 8/31/08

PO#	Department	Vendor Name	Business Location	Description	Amount
C0002122	VTEA	Riverside County Office of Ed	Riverside, CA	CTE Community Collaborative	21,800
C0002123	VTEA	County of San Bernardino	San Bernardino, CA	Tech Prep Grant	9,151
C0002125	Mathematics, Science & PE-MV	24 Hour Fitness USA, Inc	Moreno Valley, CA	Rents and Leases	3,040
C0002126	VTEA	Palo Verde Community College	Blythe, CA	Tech Prep Grant	66,000
C0002127	President - Norco	Clarke & Associates	Santa Rosa, CA	Title V Post Award Grant	11,004
C0002128	President - Moreno Valley	Clarke & Associates	Santa Rosa, CA	Title V Post Award Grant	10,225
C0002130	Academic Affairs	Welch, Diane	Elk Grove, CA	Nursing Study Consultant	12,000
C0002131	Facilities - Norco	DCJ Consultants	Temecula, CA	Project Manager Norco Soccer	40,000
C0002132	Campus Police	Rosenfeld, Henry	Riverside, CA	Consultants	2,807
C0002133	Facilities	DCJ Consultants	Temecula, CA	Project Manager Aquatic Center	50,000
C0002134	Campus Police	City of Inglewood	Inglewood, CA	Citation Processing	20,817
C0002135	Campus Police	Market-Based Solutions, Inc	Los Angeles, CA	Graduation Incentive	20,358
C0002136	Facilities	AmTech Elevator Services	Anaheim, CA	Repairs - Parts	39,006
None	Athletics	Brunswick Bowl	Moreno Valley, CA	Facility Use	No Cost
None	EMS	Calvary Ambulance	Corona, CA	Provide Clinical Experience	No Cost
None	Customized Solutions	City of Moreno Valley	Moreno Valley, CA	Training	No Cost
None	Facilities, Planning, Const & Design	City of Riverside	Riverside, CA	Aquatics Center Usage	No Cost
None	Printing & Graphics	Heidelberg USA	Cypress, CA	Press Use	No Cost
None	Athletics	Hidden Valley Golf Club	Norco, CA	Facility Use	No Cost
None	Library	Quality Control, Inc	Highland, CA	Coin Operated Copiers	No Cost
None	Nursing	Additions to Approved/Ratify Purchase Orders of \$72,400 and under			
		Riverside Medical Clinic	Riverside, CA	Amend Add All Clinical Locations	No Cost
<u>Total</u>					<u>\$687,098</u>

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-6-b

Date: September 16, 2008

Subject: Cisco Networking Communications Equipment Purchases
Using Western States Contracting Alliance (WSCA)
Master Price Agreement # 07-08-70-13

Background: Western States Contracting Alliance (WSCA) maintains lists of competitively priced contracts for goods and services that have been awarded to vendors. All governmental entities that are empowered to expend public funds for the acquisition of goods and services are approved to use the WSCA. The Board has previously approved the District's use of the WSCA for piggyback purchases under Public Contract Code 12110.

Staff proposes that the District piggyback on WSCA contract #7-08-70-13 to purchase proprietary "Cisco" integrated products and equipment when necessary. The term of the Master Price Agreement, contract #7-08-70-13, is from October 1, 2007 through May 31, 2010.

Recommended Action: It is recommended that the Board of Trustees approve using the Western States Contracting Alliance (WSCA), contract #7-08-70-13, to purchase "Cisco" products and equipment, per the terms of the Master Price Agreement through May 31, 2010.

Irving G. Hendrick
Interim Chancellor

Prepared by: Doretta Sowell
Purchasing Manager

RIVERSIDE COMMUNITY COLLEGE DISTRICT
RIVERSIDE CITY COLLEGE

Report No. V-A-6-c

Date: September 16, 2007

Subject: Agreement with California Community Colleges Chancellor's Office

Background: Presented for the Board's review and consideration is an agreement between Riverside Community College District and the California Community Colleges Chancellor's Office to provide specialized services to enhance and support statewide community college CalWORKs Programs. These funds will be used to engage in a variety of technical assistance projects and activities. These activities will include budget management and purchasing for new directors/coordinators training, program plan peer review, technical assistance, reproduction and dissemination of reports, and materials and administrative support. Total payment under this agreement shall not exceed \$150,000.00, for the period July 1, 2008 through June 30, 2009. Funding source: California Community College Chancellor's Office

Recommended Action: It is recommended that the Board of Trustees ratify the agreement for services in a variety of technical assistance projects and activities for the CalWORKs programs, from July 1, 2008 through June 30, 2009, in the amount of \$150,000.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Irving G. Hendrick
Interim Chancellor

Prepared by: Shelagh Camak
Executive Dean, Workforce Development
Michael Wright
Director, Workforce Preparation Grants and Contracts

STATE OF CALIFORNIA
STANDARD AGREEMENT
CCC 213 (Rev 03/06)


AGREEMENT NUMBER 08-0031
REGISTRATION NUMBER


1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME	Chancellor's Office, California Community Colleges		
CONTRACTOR'S NAME	Riverside Community College District		
2. The term of this Agreement is: July 1, 2008 through June 30, 2009
3. The maximum amount of this Agreement is: \$ 150,000.00
4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	1 page(s)
Exhibit B – Budget Detail and Payment Provisions	2 page(s)
Exhibit C – General Terms and Conditions (Attached hereto as part of this Agreement)	6 page(s)
Exhibit D – Special Terms and Conditions (Attached hereto as part of this Agreement)	12 page(s)
Exhibit E – Request for Proposals (Attached hereto as part of this Agreement)	0 page(s)
Exhibit F – Contractor's Proposal (Attached hereto as part of this Agreement)	1 page(s)
Exhibit G – Contractor's Cost Proposal (Attached hereto as part of this Agreement)	2 page(s)
Exhibit H – Contractor Certification Clauses, Chancellor's Office Form CCC-1005 (Attached hereto as part of this agreement)	5 page(s)
Exhibit I – Additional Provisions	0 page(s)

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		<i>Chancellor's Office, California Community Colleges Use Only</i>
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) Riverside Community College District		
BY (Authorized Signature) 	DATE SIGNED(Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS 4800 Magnolia Ave., Riverside, CA 92506		
STATE OF CALIFORNIA		
AGENCY NAME Chancellor's Office, California Community Colleges		

BY (Authorized Signature) 	DATE SIGNED(Do not type)	Exempt from DGS approval pursuant to AB 1441, Chapter 36 of the Statutes of 2000
PRINTED NAME AND TITLE OF PERSON SIGNING Steven Bruckman, Executive Vice Chancellor		
ADDRESS 1102 Q Street, Sacramento, CA 95811		

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 150,000.00	PROGRAM/CATEGORY (CODE AND TITLE) Local Assistance			FUND TITLE General
	(OPTIONAL USE)			
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	ITEM 6870-101-0001(6)	CHAPTER	STATUTE 2008	FISCAL YEAR 2008-09
TOTAL AMOUNT ENCUMBERED TO DATE \$ 150,000.00	OBJECT OF EXPENDITURE (CODE AND TITLE) 0214-751-21450			
<i>I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.</i>		T.B.A. NO.	B.R. NO.	
SIGNATURE OF ACCOUNTING OFFICER		DATE		

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK

1. Services to Be Provided

Contractor agrees to provide to the Chancellor's Office of the California Community Colleges (hereinafter referred to as the Chancellor's Office) the services specified in the Contractor's Proposal, Exhibit F, and as further described herein. Exhibit F is attached hereto and by reference made a part of this Agreement.

2. Project Representatives

The project representatives during the term of this agreement will be:

Chancellor's Office: Project Monitor	Contractor: Project Director
Name: Patricia Servin-Lemus	Name: Michael Wright
Phone: (916) 327-5890	Phone: (951) 222-8968
Fax: (916) 324-6701	Fax:

Direct inquiries regarding terms or conditions of the agreement should be made to:

Chancellor's Office: Contract Manager	Contractor: Riverside CCD
Name: Wendy Lozoya	Name: Michael Wright
Address: 1102 Q Street, Sacramento, CA 95811	Address: 4800 Magnolia Ave., Riverside, CA 92506
Phone: (916) 327-5906	Phone: (951) 222-8968
Fax: (916) 323-9478	Fax:

3. Contractor's Project Director and Key Personnel

Substitution of Contractor's Project Director, as indicated in provision 2. above, or Contractor's key personnel, as indicated in the Contractor's Proposal (Exhibit F), may not be made without the prior written approval of the Chancellor's Office Project Monitor.

4. Chancellor's Office Project Monitor

The Project Monitor is responsible for overseeing the project as a whole, and any questions or problems relating to the project should be directed to the Project Monitor. If necessary, the Chancellor's Office may change the Project Monitor by written notice sent to the Contractor.

5. Chancellor's Office Contract Manager

The Chancellor's Office may change the Contract Manager by written notice given to the Contractor. Any questions relating to the terms or conditions of the Agreement document should be addressed to the Contract Manager.

EXHIBIT B
(Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Costs and Payments

- a. In consideration of satisfactory performance of this Agreement, the Chancellor's Office agrees to pay the Contractor costs in accordance with the Contractor's Cost Proposal, Exhibit G, which is also attached hereto and by reference made a part of this Agreement.
- b. The total amount payable under this Agreement shall not exceed the maximum amount of this Agreement, specified on the face page of this Agreement. Payment shall be made according to the apportionment schedule set forth in the California Code of Regulations, title 5, section 58870, except that the final payment will not be made until the final report has been submitted and approved. If the final report is not submitted by the deadline date set forth in section 6 of Exhibit D, the Chancellor's Office may make the final payment through a claim schedule. If total expenditures are less than the apportionment payments, the Chancellor's Office may invoice the Contractor for the excess amount.

2. Budget Changes

Changes in budget line item amounts which are up to and including ten percent of the total budget amount may be made with the prior written approval of the Project Monitor. Changes in budget line item amounts which are greater than ten percent of the total budget amount may be made only through a written and duly executed amendment to this Agreement.

3. Budget Contingency Clause

- a. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of state or federal funds, for the mutual benefit of both parties in order to avoid program and fiscal delays which would occur if the Agreement were executed after the determination was made.
- b. It is mutually agreed that if the state or federal budget for the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the Chancellor's Office shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- c. If funding for any fiscal year is reduced or deleted by the state or federal budget for purposes of this program, the Chancellor's Office shall have the

EXHIBIT B
(Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

option to either cancel this Agreement with no liability occurring to the Chancellors Office, or offer an Agreement Amendment to Contractor to reflect the reduced amount.

- d. Contractor shall inform any subcontractors that any work performed prior to approval of the state or federal budget, as applicable, will be rendered on a voluntary basis, and shall not be compensated unless and until funding is authorized.
- e. In addition, this Agreement is subject to any additional restrictions, limitations or conditions enacted in the state or federal budget and/or laws and Executive Orders that may affect the provisions, term, or funding of this Agreement in any manner.

4. Fiscal Reports

Contractor shall furnish detailed itemization of and retain all records relating to direct expenses reimbursed to Contractor hereunder and to hours of employment on this Agreement by any employee of Contractor for which the Chancellor's Office is billed.

Invoices for services rendered are to be delivered to the Accounting Office, California Community Colleges, 1102 Q Street, 4th Floor, Sacramento, CA 95811-6549.

5. Prompt Payment Clause

If Contractor is not a community college district or other public entity, payment will be made in accordance with, and within the time specified in, chapter 4.5 of part 3 of division 3.6 of title 1 of the Government Code, commencing with section 927.

EXHIBIT C
(Standard Agreement)

GENERAL TERMS AND CONDITIONS

1. Amendment

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties.

2. Assignment

Contractor may not transfer by assignment or novation the performance of this Agreement or any part thereof except with the prior written approval of the Project Monitor. Nor may Contractor, without the prior written consent of the Project Monitor, assign any other right that Contractor may have under this Agreement. Each assignment that is approved by the Project Monitor shall contain a provision prohibiting further assignments to any third or subsequent tier assignee without additional written approval by the Project Monitor. The Project Monitor's consent to one or more such assignments or novations shall not constitute a waiver or diminution of the absolute power to approve each and every subsequent assignment or novation.

3. Audit

Contractor agrees that the Chancellor's Office, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the Chancellor's Office, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code, § 8546.7; Pub. Contr. Code, §§ 10115 et seq.; Cal. Code Regs., tit. 2, § 1896.)

4. Indemnification

Contractor agrees to indemnify, defend and save harmless the State, the Board of Governors of the California Community Colleges, the Chancellor's Office, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all employees, subcontractors, suppliers, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement. Such defense and payment will be conditional upon the following:

- a. The Chancellor's Office will notify Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
- b. Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that:

EXHIBIT C
(Standard Agreement)

GENERAL TERMS AND CONDITIONS

1. When substantial principles of government or public law are involved, when litigation might create precedent affecting future Chancellor's Office operations or liability, or when involvement of the Chancellor's Office is otherwise mandated by law, the Chancellor's Office may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability);
2. The Chancellor's Office will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and
3. The Chancellor's Office will reasonably cooperate in the defense and in any related settlement negotiations.

5. Disputes

In the event of a dispute, the parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, Contractor agrees to file a "Notice of Dispute" with the Chancellor's Office, California Community Colleges, within ten (10) days of discovery of the problem. Within ten (10) days, the Chancellor or his or her designee shall meet with Contractor and the Project Monitor for purposes of resolving the dispute. The decision of the Chancellor shall be final.

In the event of a dispute, the language contained in Exhibits A through D of this Agreement shall prevail over any other language including that contained in any other Exhibits.

Contractor shall continue with the responsibilities under this Agreement during any dispute.

6. Termination

- a. Bankruptcy. In the event proceedings in bankruptcy are commenced against the Contractor, Contractor is adjudged bankrupt or a receiver is appointed and qualifies, then the Chancellor's Office may terminate this Agreement and all further rights and obligations hereunder, by giving five days notice in writing in the manner specified herein. It is recognized by the parties that equipment purchased by Contractor or the Chancellor's Office for this project shall have lien rights held in the name of the Chancellor's Office which shall retain lien rights until the Contractor either returns said equipment to the Chancellor's Office or purchases it as is provided by the terms of this Agreement.
- b. Termination Option. The Chancellor's Office may, at its option, terminate this Agreement at any time upon giving thirty (30) days' advance notice in writing to Contractor in the manner herein specified. In such event, both parties agree to use all reasonable efforts to mitigate their expenses and obligations hereunder. In such event, the Chancellor's Office shall pay Contractor for all satisfactory services rendered and expenses incurred prior to such termination which could not by reasonable efforts of Contractor have been avoided, but not in excess of the maximum payable under this Agreement. In such event, Contractor agrees to relinquish possession of equipment purchased for this project to the Chancellor's Office or Contractor may, with approval of the Chancellor's Office, purchase said equipment as provided by the terms of this Agreement.
- c. Event of Breach. In the event of any breach of this Agreement, the Chancellor's Office may, without any prejudice to any of its other legal remedies, terminate this Agreement upon five days' written notice to the Contractor. In the event of such termination the

EXHIBIT C
(Standard Agreement)

GENERAL TERMS AND CONDITIONS

Chancellor's Office may proceed with the work in any manner deemed proper by the Chancellor's Office. The cost to the Chancellor's Office shall be deducted from any sum due the Contractor under this Agreement, and the balance, if any, shall be paid to the Contractor upon demand. Whether or not the Chancellor's Office elects to proceed with the project, Chancellor's Office shall pay Contractor only the reasonable value of the services theretofore rendered by Contractor as may be agreed upon by the parties or determined by a court of law.

- d. Gratuities. The Chancellor's Office may, by written notice to the Contractor, terminate the right of Contractor to proceed under this Agreement if it is found, after notice and hearing by the Chancellor or his or her duly authorized representative, that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the Chancellor's Office with a view toward securing a contract or agreement or securing favorable treatment with respect to awarding or amending or making a determination with respect to the performance of such contract or agreement.

In the event this Agreement is terminated as provided herein, Chancellor's Office shall be entitled to (1) pursue the same remedies against Contractor as it could pursue in the event of the breach of the Agreement by the Contractor, and (2) exemplary damages in an amount which shall be not less than three nor more than ten times the cost incurred by the Contractor in providing any such gratuities to any such officer or employee, as a penalty in addition to any other damages to which it may be entitled by law.

The rights and remedies of Chancellor's Office provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

7. Independent Status of Contractor

The Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California or the Chancellor's Office.

8. Recycling Certification

The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in Public Contract Code section 12200, in products, materials, goods, or supplies offered or sold to the state in the performance of this Agreement, regardless of whether the product meets the requirements of Public Contract Code section 12209. With respect to printer or duplication cartridges that comply with the requirements of section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply. (Pub. Contr. Code, § 12205.)

9. Nondiscrimination Clause

- a. During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of ethnic group identification, national origin, religion, creed, age, sex, race, color, ancestry, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition (cancer and genetic characteristics), or on the basis of these perceived characteristics or based on association with a person or group with one or

EXHIBIT C
(Standard Agreement)

GENERAL TERMS AND CONDITIONS

more of these actual or perceived characteristics, marital status, denial of family care leave, political affiliation, or position in a labor dispute. Contractor and its subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

- b. Contractor and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, §§ 12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs., tit. 2, §§ 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in chapter 5 of division 4 of title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.
- c. Contractor and its subcontractors shall also comply with the provisions of Government Code sections 11135-11139.8.
- d. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- e. The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

10. Certification Clauses

The Contractor Certification Clauses contained in Chancellor's Office form CCC-1005 are hereby incorporated by reference and made a part of this Agreement by this reference, and are attached hereto as Exhibit H.

11. Timeliness

Time is of the essence in this Agreement.

12. Compensation

The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

13. Governing Law

This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California; venue of any action brought with regard to this Agreement shall be in Sacramento County, Sacramento, California.

14. Antitrust Claims

The Contractor, by signing this agreement, hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

EXHIBIT C
(Standard Agreement)

GENERAL TERMS AND CONDITIONS

- a. The Government Code Chapter on Antitrust claims contains the following definitions:
1. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of section 16750 of the Business and Professions Code. (Gov. Code, § 4550(a).)
 2. "Public purchasing body" means the State or the subdivision or agency making a public purchase. (Gov. Code, § 4550(b).)
- b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (chapter 2 (commencing with section 16700) of part 2 of division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. (Gov. Code, § 4552.)
- c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. (Gov. Code, § 4553.)
- d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. (Gov. Code, § 4554.)
15. Child Support Compliance Act

For any Agreement in excess of \$100,000, the Contractor acknowledges in accordance with Public Contract Code section 7110, that:

- a. The Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in chapter 8 (commencing with section 5200) of part 5 of division 9 of the Family Code; and
- b. The Contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

EXHIBIT C
(Standard Agreement)

GENERAL TERMS AND CONDITIONS

16. Unenforceable Provision

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

17. Priority Hiring Considerations

If this Agreement includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with Public Contract Code section 10353.

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

1. Excise Tax

The State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. The Chancellor's Office will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state.

2. Subcontracts

a. The Contractor agrees to obtain the written approval of the Project Monitor prior to the selection of subcontractor(s) to perform the services under this Agreement, at which time the Chancellor's Office will inform the Contractor of any applicable legal requirements regarding disabled veteran business enterprise participation requirements and the use of the Request for Proposals primary or two-tier method. Subcontractors specifically identified in this Agreement or the Exhibits attached hereto and which are secured in accordance with applicable legal requirements are deemed to be approved upon execution of this Agreement.

b. In any event, any additional subcontractor(s) retained by the Contractor shall be selected using procedures reasonably calculated to ensure that cost shall be given substantial weight in the selection process, and that the selected subcontractor is the best qualified party available to provide the required services. Upon request, Contractor shall furnish evidence of compliance with this provision to the Project Monitor. Contractor shall immediately notify the Project Monitor in the event that any subcontract is terminated.

c. All subcontracts shall contain a provision prohibiting any third or subsequent tier subcontracts without additional written approval by the Project Monitor.

d. The Project Monitor's consent to one or more subcontracts shall not constitute a waiver or diminution of the absolute power to approve each and every subsequent subcontract.

e. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the Chancellor's Office and any subcontractors, and no subcontract shall relieve Contractor of its responsibilities and obligations hereunder. Contractor agrees to be as fully responsible to the Chancellor's Office for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Contractor. Contractor's obligation to pay its subcontractors is independent from the obligation of the Chancellor's Office to make payments to the Contractor. As a result, the Chancellor's Office shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

3. Subcontract Payments

Contractor shall obtain the written approval of the Project Monitor and the Executive Vice Chancellor, or his/her designee, before making payments under this Agreement to any subcontractors.

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

4. Notice

Any notice to either party which is required or permitted to be given under this Agreement shall be given by certified mail properly addressed, postage fully prepaid to the address beneath the name of each respective party. Such notice shall be effective when received, as indicated by post office records, or if deemed undeliverable by post office, such notice shall be postponed 24 hours for each such intervening day.

5. Interpretation

In the interpretation of this Agreement, any inconsistencies between the terms of Exhibits A through D and the language of any other Exhibit or document shall be resolved in favor of the terms of Exhibits A through D.

6. Reports

a. Monthly Progress Reports. Except as otherwise specified by the Chancellor's Office, Contractor shall provide a progress report in writing at least once a month to the Project Monitor. Each progress report shall include, but not be limited to, a statement that the Contractor is or is not on schedule, and any pertinent reports or interim findings. Contractor shall discuss any difficulties or special problems so that remedies can be developed as soon as possible. Contractor shall provide four copies by the tenth of the month following the month to which it relates.

b. Final Report. By July 31, 2009, Contractor shall provide the Project Monitor a comprehensive Final Report, a brief summary of same, and a brief (200 words or less), factual abstract of the final report.

1. Summary. The summary shall include a statement of the problem, techniques used to solve the problem, conclusions of the problem, and any additional follow-up or ongoing recommendations. The summary shall be prepared in language and structure easily understood by members of the public who may have limited technical background. Contractor shall provide the Chancellor's Office with ten (10) copies and a reproducible master.

2. Abstracts. Contractor shall provide a brief (200 words or less), factual abstract of the most significant information contained in the report.

Contractor shall meet with Chancellor's Office staff to present the findings, conclusions, and recommendations. Both the final meeting and final report must be completed on or before the date specified above for submission of the final report.

The Contractor shall be available from July 31, 2009, to and including August 31, 2009, to answer questions pertaining to the Final Report and/or revise the Final Report.

c. The Chancellor's Office reserves the right to use and reproduce all reports and data produced and delivered pursuant to this Agreement and authorize others to use or reproduce such materials.

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

- d. All reports are to be delivered to the Project Monitor, Chancellor's Office, California Community Colleges, 1102 Q Street, Sacramento, CA 95811-6549
 - e. Any document or written report prepared, in whole or in part, by Contractor or subcontractors, shall contain the numbers and dollar amounts of this Agreement and all subcontracts relating to the preparation of such document or written report. The Agreement and subcontract numbers and dollar amounts shall be contained in a separate section of such document or written report. (Gov. Code, § 7550(a).)
 - f. When multiple documents or written reports are the subject or product of this Agreement, the disclosure section must also contain a statement indicating that the total Agreement amount represents compensation for multiple documents or written reports. (Gov. Code, § 7550(b).)
7. Copyright and Intellectual Property
- a. Contractor agrees that any and all services rendered and documents or other materials, inventions, processes, machines, manufactures, or compositions of matter, computer programs, computer software, and/or trademarks or servicemarks first created, developed or produced pursuant to this Agreement, whether by Contractor or subcontractors, shall be and are Work for Hire. All subcontracts shall include a Work for Hire provision by which all materials, procedures, processes, machines, computer programs, computer software, and trademarks or servicemarks produced as a result of this Agreement shall be Work for Hire. All rights, title, and interest in and to the Work first developed under this Agreement or under any subcontract shall be assigned and transferred to the Chancellor's Office. This Work for Hire agreement shall survive the expiration or early termination of this Agreement.
 - b. The copyright for all materials first produced as a result of this Work for Hire agreement shall belong to the Chancellor's Office. Contractor, and all subcontractors and others that produce copyright materials pursuant to this Agreement, assigns all rights, title and interest, including the copyright to any and all works created pursuant to this Work for Hire agreement, to the Chancellor's Office. The Chancellor's Office shall acknowledge Contractor or its subcontractors, if any, as the author of works produced pursuant to this Work for Hire agreement on all publications of such work. The Chancellor's Office may license Contractor or its subcontractors, if any, to reproduce and disseminate copies of such work, provided the licensee agrees not to permit infringement of the copyright by any person, to compensate Chancellor's Office for any infringement which may occur, and to indemnify and hold harmless the Chancellor's Office for any and all claims arising out of or in connection with the licensing agreement.
 - c. All materials first developed in draft and in final form pursuant to this Agreement shall, in a prominent place, bear the © (the letter "c" in a circle) or the word "Copyright," or the abbreviation "Copr.", followed by the year created; and the words "Chancellor's Office, California Community Colleges." Acknowledgment may be given to Contractor or the actual author(s) of the work in an appropriate manner elsewhere in the copyright material. If it is deemed necessary by either the Chancellor's Office or Contractor that the copyright be registered with the U.S. Copyright Office, Contractor will be responsible for applying for, paying the filing fees for, and securing said copyright.
 - d. All technical communications and records originated or first prepared by Contractor or its subcontractors, if any, pursuant to this Work for Hire agreement including papers, reports,

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

charts, computer programs, and technical schematics and diagrams, and other documentation, but not including Contractor's administrative communications and records relating to this Agreement, shall be delivered to and shall become the exclusive property of the Chancellor's Office and may be copyrighted by the Chancellor's Office.

- e. If it is deemed necessary by either the Chancellor's Office or Contractor that a patent be obtained from the U.S. Patent and Trademark Office for any invention, process, machine, manufactures, or composition of matter, Contractor will be responsible for applying for, paying the filing fees for, and securing said patent. All patents for inventions, processes, machines, manufactures, or compositions of matter developed pursuant to this Agreement shall be issued to the "Chancellor's Office, California Community Colleges." All products and references to patents shall be marked and designated as such as required by law. Acknowledgment may be given to Contractor or the actual inventor(s) in an appropriate manner. The Chancellor's Office agrees to grant a nonexclusive license for such intellectual property to Contractor. Said license shall include the right to use the patent for inventions, processes, machines, manufactures, or compositions of matter derived from those created under this Agreement.
- f. All trademarks and servicemarks first created, developed or acquired pursuant to this Agreement shall be the property of the Chancellor's Office. If it is deemed necessary by either the Chancellor's Office or Contractor that a trademark or servicemark be registered with state or federal agencies, Contractor will be responsible for applying for, paying the filing fees for, and securing said protection. All trademarks and servicemarks obtained pursuant to this Agreement shall be issued to the "Chancellor's Office, California Community Colleges" and carry the designations permitted or required by law. The Chancellor's Office agrees to grant a nonexclusive license for the use of trademarks or servicemarks created, developed or obtained under this Agreement to Contractor.
- g. In connection with any license granted pursuant to the preceding paragraphs, Contractor agrees not to permit infringement by any person, to compensate Chancellor's Office for any infringement which may occur, and to indemnify and hold harmless the Chancellor's Office for any and all claims arising out of or in connection with such license. Contractor may, with the permission of the Chancellor's Office, enter into a written sublicensing agreement subject to these same conditions.
- h. Any and all services rendered, materials, inventions, processes, machines, manufactures, or compositions of matter, computer programs, computer software, and trademarks or servicemarks created, developed or produced pursuant to this Agreement by subcontractors that create works for this Agreement for Contractor are for and are the property of the Chancellor's Office. Contractor shall obtain an acknowledgement of the work for hire performed by these subcontractors that produce intellectual property pursuant to this Agreement, and all rights, title, and interests in such property shall be assigned to the Chancellor's Office from all subcontractors. Contractor shall incorporate the above applicable paragraphs, modified appropriately, into its agreements with subcontractors that create works for this Agreement. No unpaid volunteer or other person shall produce copyright materials under this Agreement without entering into a subcontract between such person(s) and Contractor giving the Chancellor's Office the foregoing rights in exchange for the payment of the sum of at least one dollar (\$1).

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

8. Public Hearings

If public hearings on the subject matter dealt with in this Agreement are held during the period of the Agreement, Contractor will make available the personnel assigned to this Agreement for the purpose of testifying. Chancellor's Office will reimburse Contractor for compensation and travel of said personnel at the contract rates for such testimony as may be requested by Chancellor's Office.

9. Confidentiality of Data and Reports

- a. To the extent permissible by law, Contractor will not disclose data or disseminate the contents of the final or any preliminary report without the express written permission of the Project Monitor.
- b. Permission to disclose information on one occasion or at public hearings held by the Chancellor's Office relating to the same shall not authorize Contractor to further disclose such information or disseminate the same on any other occasion.
- c. Contractor will not comment publicly to the press or any other media regarding its report, or the actions of the Chancellor's Office on the same, except to Chancellor's Office staff, Contractor's own personnel involved in the performance of this Agreement, or at a public hearing, or in response to questions from a legislative committee.
- d. If requested by Chancellor's Office, Contractor shall require each of its employees or officers who will be involved in the performance of this Agreement to agree to the above terms in a form to be approved by Chancellor's Office and shall supply Chancellor's Office with evidence thereof.
- e. Each subcontract shall contain provisions similar to the foregoing related to the confidentiality of data and nondisclosure of the same.

10. Provisions Relating to Data

- a. "Data" as used in this Agreement means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may for example, document research or experimental, developmental or engineering work, or be used to define a design or process or to support a premise or conclusion asserted in any deliverable document called for by this Agreement. The data may be graphic or pictorial delineations in media, such as drawings or photographs, charts, tables, mathematical models, collections or extrapolations of data or information, etc. It may be in machine form such as punched cards, magnetic tape or computer printouts, or may be retained in computer memory.
- b. "Proprietary data" is such data as the Contractor has identified in a satisfactory manner as being under Contractor's control prior to commencement of performance of this Agreement, and which Contractor has reasonably demonstrated as being of a proprietary nature either by reason of copyright, patent or trade secret doctrines in full force and effect at the time when performance of this Agreement is commenced. The title to "proprietary data" shall remain with the Contractor throughout the term of this agreement and thereafter. As to "proprietary data," the extent of Chancellor's Office access to the same and the testimony available regarding the same shall be limited to that reasonably necessary to demonstrate in a scientific manner to the satisfaction of scientific persons the

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

validity of any premise, postulate or conclusion referred to or expressed in any deliverable hereunder.

- c. "Generated data" is that data which a Contractor has collected, collated, recorded, deduced, read out or postulated for utilization in the performance of this Agreement. Any electronic data processing program, model or software system developed or substantially modified by the Contractor in the performance of this Agreement at the expense of the Chancellor's Office, together with complete documentation thereof, shall be treated hereunder in the same manner as "generated data." "Generated data" shall be the property of the Chancellor's Office unless and only to the extent that it is specifically provided otherwise herein.
- d. "Deliverable data" is that data which under the terms of this Agreement is required to be delivered to the Chancellor's Office and shall belong to the Chancellor's Office.
- e. As to "generated data" which is reserved to Contractor by the express terms hereof and as to any preexisting or "proprietary data" which has been utilized to support any premise, postulate or conclusion referred to or expressed in any deliverable hereunder, Contractor shall preserve the same in a form which may be introduced as evidence in a court of law at Contractor's own expense for a period of not less than three years after receipt by the Chancellor's Office of the final report herein.
- f. Prior to the expiration of such time and before changing the form of or destroying any such data, Contractor shall notify the Chancellor's Office of any such contemplated action and Chancellor's Office may, within thirty (30) days after said notification, determine whether it desires said data to be further preserved. If Chancellor's Office so elects, the expense of further preserving said data shall be paid for by the Chancellor's Office. Contractor agrees that Chancellor's Office may at its own expense have reasonable access to said data throughout the time during which said data is preserved. Contractor agrees to use his or her best efforts to furnish competent witnesses or to identify such competent witnesses to testify in any court of law regarding said data.

11. Ownership of Data And Reports

Data developed for this Agreement shall become the property of the Chancellor's Office. It shall not be disclosed without the permission of the Project Monitor. Each report shall also become the property of the Chancellor's Office and shall not be disclosed except in such manner and such time as the Project Monitor may direct.

12. Approval of Products and Deliverables

- a. Each deliverable to be provided under this Agreement shall be submitted to and approved by the Project Monitor. All products, documents and published materials, including multimedia presentations, shall be approved by the Project Monitor prior to distribution.
- b. All products resulting from this Agreement or its subcontracts in whole or in part shall reference the Chancellor's Office, California Community Colleges and the specific funding source.
- c. All references to the project shall include the phrase, "funded in part by the Chancellor's Office, California Community Colleges."

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

13. Waiver

No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement shall be taken and construed as cumulative; that is, in addition to every other remedy provided therein or by law. The failure of the Chancellor's Office to enforce at any time any of the provisions of this Agreement, or to require at any time performance by Contractor of any of the provisions thereof, shall in no way be construed to be a waiver of such provisions nor in any way affect the validity of this Agreement or any part thereof or the right of Chancellor's Office to thereafter enforce each and every such provision.

14. Work by Chancellor's Office Personnel

Staff of the Chancellor's Office will be permitted to work side by side with Contractor's staff to the extent and under conditions that may be directed by the Project Monitor. In this connection, staff of the Chancellor's Office will be given access to all data, working papers, subcontracts, etc., which Contractor may seek to utilize.

Contractor will not be permitted to utilize staff of the Chancellor's Office for the performance of services that are the responsibility of Contractor unless such utilization is previously agreed to in writing by the Project Monitor, and any appropriate adjustment in price is made. No charge will be made to Contractor for the services of employees of the Chancellor's Office while performing, coordinating or monitoring functions.

15. Changes in the Timing of Performance of Tasks

The timing for performance of the tasks may be changed by written approval of the Project Monitor. However, the date for completion of the Agreement and the total Agreement price, as well as all other terms not specifically excepted, may only be altered by formal amendment of this Agreement.

16. Travel and Per Diem

- a. For purposes of payment, Contractor's headquarters shall be the city designated in the signature block. Travel outside the State of California shall not be reimbursed without the prior written authorization of the Project Monitor, or unless otherwise expressly so provided in the terms of this Agreement.
- b. The travel and per diem rates allowed for Contractor, staff, and subcontractors shall be those currently set forth by the Department of General Services (see State Administrative Manual (SAM) chapter 0700 and Appendix (Travel Guide, S-1)) and Department of Personnel Administration (DPA) Rules (Cal. Code Regs., §§ 599.615, et seq.). These Rules are subject to change at any time. Travel expenditures not listed in the DPA Rules cannot be reimbursed.
- c. Contractor must use the Contractor's formally printed invoice or letterhead, and must sign and date the claim prior to submission to the Chancellor's Office for payment.
- d. Questions regarding reimbursable items and/or limits may be directed to the Chancellor's Office Accounting Administrator at (916) 327-5355.

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

- e. Itemized invoices, prepared in triplicate, stating Agreement number and social security number or federal identification number, shall be submitted to:

Accounting Unit
Chancellor's Office
California Community Colleges
1102 Q Street
Sacramento, CA 95811-6549

17. Captions

The clause headings appearing in this agreement have been inserted for the purpose of convenience and ready reference. They do not purport to and shall not be deemed to define, limit, or extend the scope or intent of the clauses to which they appertain.

18. Accessibility for Persons with Disabilities

By signing the Contractor's Certification (Chancellor's Office form CCC-1005, attached hereto as Exhibit H), Contractor agrees to comply with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. In addition, by signing this Agreement, Contractor further agrees to the following:

- a. Contractor shall, upon request by any person, make any materials produced with funds pursuant to this Agreement available in Braille, large print, electronic text, or other appropriate alternate format. Contractor shall establish policies and procedures to respond to such requests in a timely manner.
- b. All data processing, telecommunications, and/or electronic and information technology (including software, equipment, or other resources) developed, procured, or maintained by Contractor, whether purchased, leased or provided under some other arrangement for use in connection with this Agreement, shall comply with the regulations implementing Section 508 of the Rehabilitation Act of 1973, as amended, set forth at 36 Code of Federal Regulations, part 1194.
- c. Design of computer or web-based materials, including instructional materials, shall conform to guidelines of the Web Access Initiative (see <http://www.w3.org/TR/WAI-WEBCONTENT/>) or similar guidelines developed by the Chancellor's Office.
- d. Contractor shall respond, and shall require its subcontractors to respond to and resolve any complaints regarding accessibility of its products and services as required by this section.
- e. Contractor and its subcontractors shall indemnify, defend, and hold harmless the Chancellor's Office, its officers, agents and employees, from any and all claims by any person resulting from the failure to comply with the requirements of this section.
- f. Contractor shall incorporate the requirements of this section into all subcontracts.

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

19. Eligibility for Noncitizens

Funds provided under this Agreement shall only be used to employ, contract with, or provide services to citizens of the United States or noncitizens who are eligible to receive public benefits pursuant to Section 401 (with respect to federally funded activities) or Section 411 (with respect to state funded activities) of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193, codified at 42 U.S.C. §§ 601 and 611, respectively). Contractor certifies that all of its employees and/or subcontractors are qualified pursuant to these provisions.

20. Performance Evaluation

If this Agreement involves Consultant Services, the performance of the Contractor shall be evaluated by the Project Monitor on a "Contract/Contractor Evaluation" form Std. 4. If the performance is unsatisfactory, the Contractor will be allowed to prepare a statement defending Contractor's performance. This statement must be received by the Project Monitor within thirty (30) days after Contractor's receipt of the evaluation.

The evaluation form and any related material will be kept on file at the Chancellor's Office.

21. Commissions and Contingency Agreements

The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the Chancellor's Office shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

22. Licenses and Permits

If the Contractor is an individual, firm or corporation, Contractor must be licensed to do business in California and shall obtain at his/her/its expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this Agreement.

If you are a Contractor located within the State of California, a business license from the city/county in which you are headquartered is necessary, however, if you are a corporation, a copy of your incorporation documents/letter from the Secretary of State's Office can be submitted. If you are a Contractor outside the State of California, you will need to submit to the Chancellor's Office a copy of your business license or incorporation papers for your respective state showing that your company is in good standing in that state. In the event, any license(s) and/or permit(s) expire at any time during the term of this Agreement, Contractor agrees to provide the Chancellor's office with a copy of the renewed license(s) and/or permit(s) within thirty (30) days following the expiration date. In the event the Contractor fails to keep in effect at all times all required license(s) and permit(s), the Chancellor's Office may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

23. Standards of Conduct

In addition to the Conflicts of Interests provisions in the Contractor's Certification (Chancellor's Office form CCC-1005, attached hereto as Exhibit H), Contractor hereby assures that, in administering this Agreement, it will comply with the standards of conduct hereinafter set out, as well as the applicable state laws concerning conflicts of interests, in order to maintain the integrity of the Agreement and to avoid any potential conflicts of interests in its administration.

- a. Every reasonable course of action will be taken by Contractor in order to maintain the integrity of this expenditure of public funds and to avoid any favoritism or questionable or improper conduct. The Agreement will be administered in an impartial manner. The Contractor, and its officers and employees, in administering this Agreement, will avoid situations which give rise to a suggestion that any decision was influenced by prejudice, bias, or special interest.
- b. Conducting Business with Relatives. No relative by blood, adoption, or marriage of any officer or employee of Contractor will receive favorable treatment in the award of subcontracts or in educational or employment opportunities funded by this Agreement.
- c. Conducting Business Involving Close Personal Friends and Associates. In administering this Agreement, officers and employees of Contractor will exercise due diligence to avoid situations which may give rise to an assertion that favorable treatment is being granted to friends and associates.
- d. In the interest of avoiding conflicts of interests involving friends or associates of Chancellor's Office employees, in administering this Agreement, officers and employees of Contractor will exercise due diligence to avoid situations which may give rise to an assertion that favorable treatment is being granted to friends and associates of Chancellor's Office employees.
- e. Contractor shall not enter into any subcontract of the types described below and any such agreement which may be executed is null and void and of no force or effect.
 1. A former state employee (including a Chancellor's Office employee, or a district employee who worked for the Chancellor's Office on an Interjurisdictional Exchange (IJE)) cannot enter into a subcontract under this Agreement with Contractor if that employee was engaged in the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to this Agreement while employed by the state. (Gov. Code, §§ 1090, et seq., 87100, and 87400 et seq.; Cal. Code Regs., tit. 5, §§ 18741.1 and 18747.)
 2. A current state employee (including a current Chancellor's Office employee or district employee working for the Chancellor's Office on an Interjurisdictional Exchange (IJE)) cannot enter into a subcontract with Contractor, with the exception of rank-and-file employees of the California State University and the University of California. (Pub. Contr. Code, § 10410.)
 3. The spouse or immediate family of a current Chancellor's Office employee (including a current Chancellor's Office employee or district employee working for the Chancellor's Office on an Interjurisdictional Exchange (IJE)) may not enter into a subcontract with Contractor if the Chancellor's Office employee or person on an

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

IJE was engaged in the negotiations, transactions, planning, arrangement or any part of the decisionmaking process relevant to this Agreement or the subcontract, or had any influence whatsoever in the making of this Agreement or the subcontract. (Gov. Code, §§ 1090, et seq.; and 87100.)

24. Follow-on Contracts

- a. By signing this Agreement, Contractor certifies that neither the Contractor nor any of its affiliates or subcontractors previously received a consulting services contract from the Chancellor's Office which resulted in a recommendation by Contractor, its affiliates or subcontractors for the provision of services, procurement of goods or supplies, or any other related action which is now to be provided or performed under this Agreement. (Pub. Contr. Code, § 10365.5.)
- b. For purposes of this section, "affiliates" are employees, directors, partners, joint venture participants, parent corporations, subsidiaries, or any other entity controlled by, controlling, or under common control with the Contractor. Control exists when an entity owns or directs more than fifty percent (50%) of the outstanding shares or securities representing the right to vote for the election of directors or other managing authority.
- c. Should the Chancellor's Office determine, at any time, that the certification contained in paragraph a. is false or inaccurate, the Chancellor's Office may deem contractor to be in breach of this Agreement and may terminate the Agreement as provided in the Termination provisions of section 6.c. of Exhibit C to the Agreement. However, to the extent permissible by law, the Chancellor's Office or its designee, may waive the restrictions set forth in this section by written notice to the Contractor if the Chancellor's Office determines their application would not be in the best interest of the Chancellor's Office.
- d. Except as prohibited by law, the restrictions of this section will not apply to a Contractor, including any person, firm, or affiliate, that is awarded a subcontract of a consultant services contract which amounts to no more than 10 percent of the total monetary value of the consultant services contract.
- e. The restrictions set forth in this section are in addition to conflict of interest restrictions imposed on public Contractors by California law. In the event of any inconsistency, such conflict of interest laws override the provisions of this section, even if enacted after execution of this Agreement.

25. Statewide or Regional Projects

If this Agreement involves provision of coordination, technical assistance, or other services for the California Community Colleges system or for a particular region or group of colleges, Contractor agrees to consult regularly with the Project Monitor and representatives of the colleges to be served and to give every reasonable consideration to their views in the conduct of the project.

Contractor shall require all employees, consultants, and subcontractors to disclose any employment or contractual relationships they may have with other colleges being served under a statewide or regional contract or grant. Such relationships are prohibited and shall be promptly terminated unless, after being fully informed of the circumstances, the Project Monitor determines that the services being provided to the other college by the employee, consultant, or contractor are above and beyond or unrelated to those provided under this Agreement.

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

26. Surveys

If this contract involves conducting a survey of community college faculty, staff, students, or administrators, Contractor shall ensure that the survey is developed, administered, tabulated, and summarized by a survey evaluator/specialist. Surveys shall conform to project goals, shall minimize the burden on the group being surveyed, and shall not collect data already available to the Contractor from the Chancellor's Office or another source.

27. Safety and Accident Prevention

In performing work under this Contract on the premises of the Chancellor's Office, Contractor shall conform to any specific safety requirements contained in the Contract or as required by law or regulation. Contractor shall take any additional precautions as the Chancellor's Office may reasonably require for safety and accident prevention purposes. Any violation of such rules and requirements, unless promptly corrected, shall be grounds for termination of this Contract in accordance with the default provisions hereof.

California Community Colleges Agreement for the
CalWORKs Program
Riverside Community College District
Contract Agreement No. 08-0031
2008-09 Work Statement
Exhibit F

Of the amount approved in the 2008-09 State Budget Act for the provision of specialized services for CalWORKs students, \$150,000 has been set-aside for statewide activities in support of local variety of local technical assistance projects and activities.

The activities to be carried out under this agreement shall include all of the following:

1. New Directors/Coordinators Training

1.1 CalWORKs New Directors/Coordinators Training

Conduct new director/coordinators training on September 8, 2008 at the Holiday Inn Capitol Plaza. Cover costs of up to 47 CalWORKs Director/Coordinators including, travel, and lodging, per diem for participants, meeting costs, and training materials.

2. Program Evaluation and Technical Assistance

2.1 Consulting Services

Conduct on-site targeted technical assistance and support for up to 10 college visits. All expenses to be paid through this agreement; consulting services include consultant fees, travel, lodging, and per diem.

3. Miscellaneous Activities

3.1 Statewide Training, CalWORKs State Advisory Committee and Ad Hoc Task Groups

Provide training and/or technical assistance on regulations, reporting procedures, budget, accountability, audit issues, best practices, technology, and any other CalWORKs related issues. Support four annual meetings for CalWORKs state advisory and support for ad hoc task force group meetings as needed to discuss, review, and recommend policy/procedures related to CalWORKs. Meeting costs including travel, lodging and per diem expenses will be paid through this agreement.

3.2 Reproduction and Dissemination

Support the reproduction and distribution of reports and other materials for CalWORKs programs. This may include, but is not limited to, reproduction and dissemination of flyers, brochures, posters, manuals, video cassette, DVDs and CDs.

California Community Colleges Agreement for the
CalWORKs Program
Riverside Community College District
Contract Agreement No. 08-0031
2008-09 Work Statement
Exhibit F

4. Administrative Support

4.1 Administrative Support

Provide necessary administrative and fiscal oversight to support the above activities. For all participants attending meetings/trainings/program reviews who require travel reimbursement. Costs will be reimbursed or paid at the current state approved rates. Contractor shall received 10% of this grant funding for administrative purposes.

California Community Colleges Agreement for the
CalWORKs Program
Riverside Community College District
Agreement No. 08-0031

2008-09 GRANT BUDGET
Exhibit G

1.	New Directors/Coordinators Training	\$55,000
2.	Program Evaluation and Technical Assistance	\$60,000
3.	Miscellaneous Activities	\$20,000
	Subtotal	\$135,000
4.	Administrative Support	\$15,000
	Grand Total	\$150,000

California Community Colleges Agreement for the
CalWORKs Program
Riverside Community College District
Agreement No. 08-0031

2008-09 GRANT BUDGET SPECIFICS
Exhibit G

1. New Directors/Coordinators Training

1.1 CalWORKs New Directors/Coordinators Training

Conduct new director/coordinators training on September 8, 2008 at the Holiday Inn Capitol Plaza. Cover costs of up to 47 CalWORKs Director/Coordinators including, travel, and lodging, per diem for participants, meeting costs, and training materials.

Total \$55,000

2. Program Evaluations and Technical Assistance

2.1 Consulting Services

Conduct on-site targeted technical assistance and support for up to 10 college visits. All expenses to be paid through this agreement; consulting services include consultant fees, travel, lodging, and per diem.

Total \$60,000

3. Miscellaneous Activities

3.1 Statewide Training, CalWORKs State Advisory Committee and Ad Hoc Task Groups

Provide training and/or technical assistance on regulations, reporting procedures, budget, accountability, audit issues, best practices, technology, and any other CalWORKs related issues. Support four annual meetings for CalWORKs state advisory and support for ad hoc task force group meetings as needed to discuss, review, and recommend policy/procedures related to CalWORKs. Meeting costs including travel, lodging and per diem expenses will be paid through this agreement.

3.2 Reproduction and Dissemination

Support the reproduction and distribution of reports and other materials for CalWORKs programs. This may include, but is not limited to, reproduction and dissemination of flyers, brochures, posters, manuals, video cassette, DVDs and CDs.

Total \$20,000

CalWORKs Program
Riverside Community College District
Agreement No. 08-0031

2008-09 GRANT BUDGET SPECIFICS
Exhibit G

4. Administrative Expenses

4.1 Administrative Expenses

Provide necessary administrative and fiscal oversight to support the above activities. For all participants attending meetings/trainings/program reviews who require travel reimbursement. California Community Colleges Agreement for the
Costs will be reimbursed or paid at the current state approved rates. Contractor shall received 10% of this grant funding for administrative purposes.

Total \$15,000

GRAND TOTAL

\$150,000

Exhibit H

CCC- 1005 (Chancellor's Office, California Community Colleges)
Contractor Certification Clauses (Rev. 12/06)

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. Statement of Compliance (Nondiscrimination)

Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code, § 12990 (a-f) and Cal. Code Regs., tit. 2, § 8103.) (Not applicable to public entities.)

2. Drug-Free Workplace Requirements

Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, §§ 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1. The dangers of drug abuse in the workplace;
 - 2. The person's or organization's policy of maintaining a drug-free workplace;
 - 3. Any available counseling, rehabilitation and employee assistance programs; and,
 - 4. Penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed or resulting Agreement will:
 - 1. Receive a copy of the company's drug-free workplace policy statement; and,
 - 2. Agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future state contracts or agreements if the Chancellor's Office determines that any of the following has occurred: (1) the Contractor has made false certification, or (2)

violated the certification by failing to carry out the requirements as noted above. (Gov. Code, §§ 8350 et seq.)

3. National Labor Relations Board Certification

Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contr. Code, § 10296.) (Not applicable to public entities.)

4. Contracts or Agreements for Legal Services \$50,000 or More – Pro Bono Requirement

Contractor hereby certifies that Contractor will comply with the requirements of section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the Agreement equal to the lesser of either:

- a. 30 multiplied by the number of full time attorneys in the firm's offices in the state, with the number of hours prorated on an actual day basis for any Agreement period of less than a full year; or
- b. 10% of its Agreement with the Chancellor's Office.

Failure to make a good faith effort may be cause for non-renewal of a state contract or agreement for legal services, and may be taken into account when determining the award of future contracts or agreements with the state for legal services.

5. Expatriate Corporations

Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code sections 10286 and 10286.1, and is eligible to contract with the State of California.

6. Sweatfree Code Of Conduct

- a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the Chancellor's Office pursuant to the Contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Contractor further declares under penalty of perjury that it adheres to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.
- b. Contractor agrees to cooperate fully in providing reasonable access to the Contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the Chancellor's Office, the Department of Industrial Relations, or the

Department of Justice to determine the Contractor's compliance with the requirements under paragraph a.

7. Debarment, Suspension, And Other Responsibility Matters

If the Agreement for which this Certification is being executed is funded in whole or in part with federal funds, Executive Order 12549, Debarment and Suspension, and the implementing regulations set forth at 34 Code of Federal Regulations part 85, require that prospective participants in covered transactions, as defined at 34 Code of Federal Regulations part 85, sections 85.105 and 85.110, provide the certification set forth in paragraph a. or the explanation required by paragraph b. below.

a. Contractor certifies that Contractor and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph 8(a)(2) of this certification; and
4. Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

b. Where Contractor is unable to certify to any of the statements in this certification, Contractor shall attach an explanation to this Certification.

8. Domestic Partners

If the amount of this Agreement equals or exceeds \$100,000 or if this Agreement, together with any other contracts Contractor may have with the Chancellor's Office, equals or exceeds \$100,000 during any fiscal year, then Contractor certifies that it will provide the same benefits to an employee with a registered domestic partner that it provides to an employee with a spouse in accordance with the provisions of Public Contract Code section 10295.3. For any Agreement not covered by these requirements, Contractor may elect to offer domestic partner benefits to Contractor's employees in accordance with Public Contract Code section 10295.3. However, Contractor cannot require an employee to cover the costs of providing any benefits that have otherwise been provided to all employees regardless of marital or domestic partner status. (Pub. Contr. Code, § 10295.3(d).)

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the Chancellor's Office.

1. Conflicts of Interests

Contractor needs to be aware of the following provisions regarding current or former state employees, including current or former Chancellor's Office employees or district employees

working at the Chancellor's Office on an Interjurisdictional Exchange (IJE). If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the Chancellor's Office must be contacted immediately for clarification.

Current State Employees (Pub. Contr. Code, § 10410):

1. No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
2. No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contr. Code, § 10411):

1. For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract or agreement in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract or agreement while employed in any capacity by any state agency.
2. For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract or agreement with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract or agreement within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contr. Code, § 10420.)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contr. Code, § 10430(e).)

2. Labor Code/Workers' Compensation

Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and Contractor affirms it will comply with such provisions before commencing the performance of the work of this Agreement. (Lab. Code, § 3700.)

3. Americans With Disabilities Act

Contractor assures the Chancellor's Office that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. §§ 12101 et seq.)

4. Contractor Name Change

An Amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the Chancellor's Office will process the Amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said Amendment.

5. Corporate Qualifications to Do Business in California

- a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b. "Doing business" is defined in Revenue & Tax Code section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
- c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. Resolution

A county, city, district, or other local public body must provide the Chancellor's Office with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. Air or Water Pollution Violation

Under the state laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution. (Gov. Code, § 4477.)

8. Payee Data Record Form (Std. 204)

This form must be completed by all contractors that are not another state agency or other government entity.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-7-a

Date: September 16, 2008

Subject: Resolution Regarding Appropriations Subject to Proposition 4 Gann Limitation –
Resolution No. 03-08/09

Background: In November 1979, the voters passed Proposition 4, which imposes an annual appropriations limit on the District. This is known as the Gann Limit. Pursuant to Government Code Section 7910, the Board must approve the District's Gann Limit and make other necessary determinations for the succeeding fiscal year pursuant to Article XIII B of the California Constitution.

The District has developed the documentation used to determine the 2008-2009 Gann Limit and it is available for public inspection at the office of the Vice Chancellor, Administration and Finance, 3600 Prospect Avenue, Riverside, California, between 7:30 a.m. and 4:30 p.m. Monday through Friday. A copy of the worksheet used to compute the Gann Limit is attached for the Board's review and information. A resolution is required to establish the District's 2008-2009 Gann Limit.

Recommended Action: It is recommended that the Board of Trustees adopt resolution No. 03 - 08/09 which establishes the 2008-2009 Gann Limit for the Riverside Community College District at \$171,397,724.

Irving G. Hendrick
Interim Chancellor

Prepared by: Aaron S. Brown
Associate Vice Chancellor, Finance

CALIFORNIA COMMUNITY COLLEGES
GANN LIMIT WORKSHEET
2008-2009

DISTRICT NAME: Riverside Community College District DATE: September 16, 2008

I. 2008-2009 APPROPRIATIONS LIMIT:

A.	2007-2008 Appropriations Limit		<u>\$ 138,270,072</u>
B.	2008-09 Price Factor:	1.0429	
C.	Population factor:		
1.	2006/2007 Second Period Actual FTES	<u>23,522.58</u>	
2.	2007/2008 Second Period Actual FTES	<u>27,958.84</u>	
3.	2007/2008 Population change factor (line C.2. divided by line C.1.)	<u>1.188595809</u>	
D.	2007-2008 Limit adjusted by inflation and population factors (line A multiplied by line B and line C.3.)		<u>\$ 171,397,724</u>
E.	Adjustments to increase limit:		
1.	Transfers in of financial responsibility	\$	
2.	Temporary voter approved increases	_____	
3.	Total adjustments - increase		
	Sub-Total		<u>\$ 171,397,724</u>
F.	Adjustments to decrease limit:		
1.	Transfers out of financial responsibility	\$	
2.	Lapses of voter approved increases	_____	
3.	Total adjustments - decrease		< >
G.	2008-2009 Appropriations Limit		<u>\$ 171,397,724</u>

II. 2008-2009 APPROPRIATIONS SUBJECT TO LIMIT:

A.	State Aid (General Apportionment, Apprenticeship Allowance, Basic Skills, and Partnership for Excellence)		<u>\$ 97,438,145</u>
B.	State Subventions (Home Owners Property Tax Relief, Timber Yield tax, etc.)		<u>475,000</u>
C.	Local Property taxes		<u>27,380,841</u>
D.	Estimated excess Debt Service taxes	
E.	Estimated Parcel taxes, Square Foot taxes, etc.	
F.	Interest on proceeds of taxes		<u>271,726</u>
G.	Local appropriations from taxes for unreimbursed State, court, and federal mandates		< >
H.	2008-2009 Appropriations Subject to Limit		<u>\$ 125,565,712</u>

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-7-b

Date: September 16, 2008

Subject: Notice of Completion – Roof Top AC Project, Moreno Valley Campus

Background: On February 12, 2008, the Board of Trustees awarded a contract to AMP Mechanical for the Roof Top AC project on the Moreno Valley Campus for \$24,142.

The Facilities Project Manager reports that the project is complete.

Recommended Action: It is recommended that the Board of Trustees: 1) accept the Roof Top AC project as complete; 2) approve the execution of the Notice of Completion (under Civil Code Section 3093 – Public Works) and; 3) authorize the Board President to sign the Notice.

Irving G. Hendrick
Interim Chancellor

Prepared by: Patricia Braymer
Interim Vice President, Business Services-Moreno Valley

Doretta Sowell
Purchasing Manager

RECORDING REQUESTED BY
Riverside Community College District
AND WHEN RECORDED MAIL TO:

Name Aaron S. Brown, Assoc. Vice
Chancellor, Admin. & Finance
Street Address 4800 Magnolia Ave.
City & State Riverside
CA 92506

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SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

NOTICE OF COMPLETION

Notice is hereby given that:

- The undersigned is owner or corporate officer of the owner of the interest or estate stated below in the property hereinafter described:
- The full name of the owner is Riverside Community College District
- The full address of the owner is 4800 Magnolia Ave., Riverside, CA 92506
- The nature of the interest or estate of the owner is in fee.
Fee Simple
(If other than fee, strike "in Fee" and insert, for example, "purchaser under contract of purchase," or "lessee")
- The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are:

NAMES	ADDRESSES
<u>None</u>	
- A work of improvement on the property hereinafter described was completed on 09/16/2008. The work done was:
Roof Top AC project
- The name of the contractor, if any, for such work of improvement was AMP Mechanical
(If no contractor for work of improvement as a whole, insert "none") (Date of Contract)
- The property on which said work of improvement was completed is in the city of Moreno Valley,
County of Riverside, State of California, and is described as follows: Public Institution Community College
CA
- The street address of said property is 16130 LaSalle Street, Moreno Valley, Ca
(If no street address has been officially assigned, insert "none")

Dated: _____

Riverside Community College District

Signature of owner or corporate officer of owner
named in paragraph 2 or his agent

VERIFICATION

I, the undersigned, say: I am the _____ the declarant of the foregoing
("President of," "Manager of," "A partner of," "Owner of," etc.)
notice of completion; I have read said notice of completion and know the contents thereof; the same is true of my own knowledge.
I declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 20 _____, at Riverside, California.
(Date of signature) (City where signed)

(Personal signature of the individual who is swearing that the contents of the notice of completion are true)

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-A-7-c

Date: September 16, 2008

Subject: Notice of Completion –Hot Water Loop Project, Moreno Valley Campus

Background: On May 15, 2007, the Board of Trustees awarded a contract to Plumbing, Piping & Construction for the Hot Water Loop project on the Moreno Valley Campus for \$734,742.

The Facilities Project Manager reports that the project is complete.

Recommended Action: It is recommended that the Board of Trustees: 1) accept the Hot Water Loop Project as complete; 2) approve the execution of the Notice of Completion (under Civil Code Section 3093 – Public Works) and; 3) authorize the Board President to sign the Notice.

Irving G. Hendrick
Interim Chancellor

Prepared by: Patricia Braymer
Interim Vice President, Business Services-Moreno Valley

Doretta Sowell
Purchasing Manager

RECORDING REQUESTED BY
 Riverside Community College District
 AND WHEN RECORDED MAIL TO:

Name Aaron S. Brown, Assoc. Vice
 Chancellor, Admin. & Finance
 Street Address 4800 Magnolia Ave.
 City & State Riverside
 CA 92506

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SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

NOTICE OF COMPLETION

Notice is hereby given that:

- The undersigned is owner or corporate officer of the owner of the interest or estate stated below in the property hereinafter described:
- The full name of the owner is Riverside Community College District
- The full address of the owner is 4800 Magnolia Ave., Riverside, CA 92506
- The nature of the interest or estate of the owner is in fee.
Fee Simple
(If other than fee, strike "in Fee" and insert, for example, "purchaser under contract of purchase," or "lessee")
- The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are:

NAMES	ADDRESSES
<u>None</u>	
- A work of improvement on the property hereinafter described was completed on 09/16/2008. The work done was:
Hot Water Loop Project
- The name of the contractor, if any, for such work of improvement was Plumbing, Piping & Construction
(If no contractor for work of improvement as a whole, insert "none") (Date of Contract)
- The property on which said work of improvement was completed is in the city of Moreno Valley, County of Riverside, State of California, and is described as follows: Public Institution Community College CA
- The street address of said property is 16130 LaSalle Street, Moreno Valley, Ca
(If no street address has been officially assigned, insert "none")

Dated: _____

Riverside Community College District

Signature of owner or corporate officer of owner
 named in paragraph 2 or his agent

VERIFICATION

I, the undersigned, say: I am the _____ the declarant of the foregoing
("President of," "Manager of," "A partner of," "Owner of," etc.)
 notice of completion; I have read said notice of completion and know the contents thereof; the same is true of my own knowledge.
 I declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 20____, at Riverside, California.
(Date of signature) (City where signed)

(Personal signature of the individual who is swearing that the contents of the notice of completion are true)

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-B-1

Date: September 16, 2008

Subject: Measure C Project Commitments Summary Report

Background: Attached for the Board's review and information is a report on Measure C general obligation bond financial activity through the period ended August 31, 2008. The report presents financial information relative to each series issuance, as well as completed, in-progress, and proposed Measure C projects.

Information Only.

Irving G. Hendrick
Interim Chancellor

Prepared by: Aaron S. Brown
Associate Vice Chancellor, Finance

**Riverside Community College District
Measure C - Project Commitments Summary
as of August 31, 2008**

Series A, Series B, Series A Refunding, Series 2007 C

Proceeds/Income

Series A and B Proceeds	\$	65,000,000	
Series A and B Premium		3,024,641	
Series A Refunding Premium		8,388,956	
Series 2007 C Proceeds		90,000,000	
Series 2007 C Premium		2,816,967	
FY 2004-2005 Interest Income		1,030,586	
FY 2005-2006 Interest Income		1,726,681	
FY 2006-2007 Interest Income		1,449,144	
FY 2006-2007 Energy Rebates - Utility Retrofit Project		159,498	
FY 2007-2008 Interest Income		4,410,239	
FY 2007-2008 Energy Rebates - Utility Retrofit Project		222,728	
FY 2008-2009 Projected Interest Income		3,500,000	
FY 2008-2009 Energy Rebates - Utility Retrofit Project		<u>10,000</u>	
Total Proceeds/Income			181,739,440

Project Commitments / Proposed Projects

Completed Projects	\$	54,486,822	
In-Progress Projects		<u>108,913,203</u>	
Total Project Commitments			<u>163,400,025</u>
Uncommitted Balance - Measure C funds			<u>\$ 18,339,415</u>

**Riverside Community College District
Measure C - Project Commitments Summary
Through August 31, 2008**

Project	Project Funding Source					Actual Measure C Expenditures thru 08/31/08
	Board Approved Project Budgets	Additional Funding Needed	Actual and Projected State Funding	Total Estimated Project Funding		
Completed						
Certificates of Participation (1993 & 2001) - Refunding	\$ 12,492,085	\$ -	\$ -	\$ 12,492,085	\$ 12,492,085	\$ 12,492,085
Issuance Related Expenditures	4,860,905	-	-	4,860,905	-	4,860,905
Bridge Space	1,175,132	-	-	1,175,132	-	1,175,132
District Phone and Voicemail Upgrades	349,000	-	-	349,000	-	349,000
MLK Renovation	1,010,614	-	5,133,999 a	6,144,613	-	1,010,614
Room Renovations - Norco	100,020	-	-	100,020	-	100,019
Swing Space	4,273,734	-	-	4,273,734	-	4,273,734
Phase I - Wheelock PE Complex/Athletic Field	4,516,435	-	-	4,516,435	-	4,516,435
Phase I - Parking Structure - Riverside	20,949,896	-	-	20,949,896	-	20,939,874
ECS Secondary Effects - Moreno Valley	288,919	-	-	288,919	-	286,227
RCCD System Office Purchase	2,629,981	-	-	2,629,981	-	2,629,981
Emergency Phone Project	379,717	-	-	379,717	-	379,717
Long Range Master Plan - Riv/Norco/MoVal	1,460,384	-	-	1,460,384	-	1,439,077
Total Completed Projects	\$ 54,486,822	\$ -	\$ 5,133,999	\$ 59,620,821	\$ -	\$ 54,452,800
In-Progress or Initial Phase						
Phase II - Wheelock PE Complex	\$ 190,631	\$ -	\$ -	\$ 190,631	\$ -	\$ 190,631
Physical/Life Science Secondary Effects	32,500	-	-	-	-	32,500
District Computer/Network/ System Upgrades	1,032,044	-	-	1,032,044	-	940,520
Quad Modernization	8,920,992	-	4,019,766 a	12,940,758	-	8,672,364
Phase III - Norco Industrial Technology Facility Project	10,147,826	-	20,484,000 a	30,631,826	-	2,423,866
Phase III - MV/Student/Academic Services Facility Project	1,157,320	4,055,238	14,397,724 p	19,610,282	-	645,284
Innovative Learning Center	7,653,605	-	2,444,632 a	10,098,237	-	6,378,887
Nursing/Sciences Building - Riverside	25,850,533	-	59,308,300 p	85,158,833	-	2,488,676
Future Projects - Feasibility/Planning/Management	809,931	723,602	-	1,533,533	-	508,606
Scheduled Maintenance	885,427	-	2,140,534 s	3,025,961	-	885,427
Food Services Remodel - Riverside/Moreno Valley	3,001,883	-	-	3,001,883	-	557,462
Infrastructure Projects - Riverside/Norco/Moreno Valley	484,451	-	-	484,451	-	466,685
Hot Water Loop System & Boiler Repl. - Moreno Valley	891,296	-	-	891,296	-	869,848
Utility Retrofit Project	6,185,920	600,000	-	6,785,920	-	5,598,651
ECS Building Upgrade Project - Moreno Valley/Norco	625,327	-	-	625,327	-	91,327
Modular Redistribution Projects (All campuses and BCTC)	10,210,988	-	-	10,210,988	-	5,884,475
PBX/Network Operations Center - Riv/Norco/MoVal	625,550	4,144,450	-	4,770,000	-	481,459
Student Support Center - Norco	19,994,500	-	-	19,994,500	-	849,729
Logic Domain - Capital Project Management System	96,000	-	-	96,000	-	83,500
Aquatics Center - Riverside	5,000,000	9,031,125 d	-	14,031,125	-	128,876
Soccer Field / Artificial Turf - Norco	4,616,480	-	-	4,616,480	-	218,650
Bradshaw Building Electrical Project	500,000	-	-	500,000	-	100,902
Total In-Progress or Initial Phase Projects	\$ 108,913,203	\$ 18,554,415	\$ 102,794,956	\$ 230,230,074	\$ -	\$ 38,498,325
Total Projects	\$ 163,400,025	\$ 18,554,415	\$ 107,928,955	\$ 289,850,895	\$ -	\$ 92,951,125

a Actual State Construction Act Funding

p Projected State Construction Act Funding

s Actual State Scheduled Maintenance Funding Requiring District Match

d \$1,750,000 Riverside County; \$3,000,000 Riverside City; \$4,281,125 private donations

**Riverside Community College District
 Measure C - Project Commitments Summary
 Through August 31, 2008**

	<u>Future Projects - Additional Funding Needed</u>	<u>Actual and Projected State Funding</u>	<u>Total Estimated Project Funding</u>
<u>Proposed Projects</u>			
ADA Compliance (Riverside, Norco & Moreno Valley)	\$ 6,360,000		
Phase II - Wheelock PE Complex - Gymnasium Seismic Retrofit (Riverside)	9,986,125	10,156,000 p	20,142,125
Phase III - Wheelock PE Complex - (Riverside)	5,300,000		
Physical/Life Science Secondary Effects (Riverside)	<u>4,671,500</u>	25,800,000 p	30,471,500
	<u>\$ 26,317,625</u>		

p Projected State Construction Act Funding

**Riverside Community College District
Measure C - Project Commitments Detail
Through August 31, 2008**

Series A, Series B, Series A Refunding, Series 2007 C Projects

8/3/2004 Through 08/31/08

Completed

Certificates of Participation (1993 & 2001) - Refunding	\$ 12,492,085
Cost of Issuance - all series	2,836,265
Debt Service - all series	1,926,402
Measure C Election Costs	98,238
Total Issuance Related Expenditures	4,860,905
Bridge Space - Moreno Valley Campus	341,637
Bridge Space - Norco Campus	359,401
Bridge Space - RCCD System Office	69,911
Bridge Space - Riverside Campus	404,183
Total Bridge Space	1,175,132
District Phone and Voicemail Upgrades	349,000
MLK Renovation - Equipment	646,479
MLK Renovation- Planning and Working Drawings	101,883
MLK Renovation - Roof Repair	262,252
Total MLK Renovation	1,010,614
Norco - Science & Technology Building Rooms 204-206 Remodel Project	27,088
Norco - Library Building Room 123 Remodel Project	10,121
Norco - Student Services Building, Room 107 Remodel Project	41,480
Norco - Theater Room 203 Remodel Project	13,107
Norco - Center for Applied Competitive Technology Remodel Project	8,224
Total Norco Campus Room Renovations	100,020
Swing Space - Administration Building Remodel	186,100
Swing Space - Lovekin Complex	3,958,309
Swing Space - Business Education Building Remodel	129,325
Total Swing Space	4,273,734
Phase I - Wheelock PE Complex/Athletic Field	4,516,435
Phase I - Parking Structure (Riverside)	20,949,896
ECS Secondary Effects - Moreno Valley	288,919
RCCD System Office Purchase (Heiting Building)	2,629,981
Emergency Phone Installation	
District	10,000
Riverside Campus	178,626
Norco Campus	102,773
Moreno Valley Campus	88,318
Total Emergency Phone Installation Project	379,717
Long Range Master Plan	1,460,384
Total Completed Projects	\$ 54,486,822

In-Progress or Initial Phase

Phase II - Wheelock PE Complex/Athletic Field (Planning and Working Drawings)	190,631
Physical / Life Science Secondary Effects	32,500
District Computer Systems Upgrades	126,990
Computer System Hardware	755,054
District Network Upgrades	150,000
Total District Computer/Network Ugrades	1,032,044
Quad Modernization - Building Project	5,867,744
Quad Modernization - Equipment Project	2,563,000
Quad Modernization - Planning and Working Drawings	490,248
Total Quad Modernization	8,920,992
Phase III - Norco (Planning and Working Drawings)	10,147,826
Phase III - Moreno Valley (Planning and Working Drawings)	1,157,320
Innovative Learning Center	7,653,605
Nursing/Sciences Building (Planning and Working Drawings)	25,850,533
Future Projects - Feasibility/Planning/Management	809,931

**Riverside Community College District
Measure C - Project Commitments Detail
Through August 31, 2008**

Scheduled Maintenance		885,427
Food Services Remodel		
Riverside Campus	1,045,268	
Moreno Valley Campus	1,956,615	
Total Food Services Remodel		3,001,883
Infrastructure Projects		
Utilities	153,700	
IS	85,000	
Security	69,720	
Facilities Assessment	11,131	
Coordination	53,200	
Electrical / Fire Alarm	<u>111,700</u>	
Total Infrastructure Projects		484,451
Hot Water Loop System - Moreno Valley		891,296
Utility Retrofit Project		
Riverside Campus	3,210,016	
Norco Campus	1,587,401	
Moreno Valley Campus	<u>1,388,503</u>	
Total Utility Retrofit Project		6,185,920
ECS Building Upgrade Project - Moreno Valley/Norco		625,327
Modular Redistribution Project		
Norco Campus (project completed)	2,079,335	
Moreno Valley Campus	4,613,928	
Ben Clark (project completed)	183,663	
Riverside Campus	<u>3,334,062</u>	
Total Modular Redistribution Project		10,210,988
Riverside - PBX Network Operations Center	500,000	
Norco - PBX Network Operations Center	56,275	
Moreno Valley - PBX Network Operations Center	<u>69,275</u>	
Total PBX Network Operations		625,550
Norco Campus Student Support Center		19,994,500
Logic Domain - Capital Project		96,000
Riverside Aquatics Project		5,000,000
Norco Soccer Field		4,616,480
Bradshaw Building - Electrical Project		<u>500,000</u>
Total In-Progress or Initial Phase Projects		<u>108,913,203</u>
Total Series A, Series B, Series A Refunding and Series 2007 C Projects		<u>\$ 163,400,025</u>

RIVERSIDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATION AND FINANCE

Report No.: V-B-2

Date: September 16, 2008

Subject: CCFS-311Q – Quarterly Financial Status Report for the Quarter Ended
June 30, 2008

Background: Education Code Section 84040 specifies that financial information be periodically reported to the California Community Colleges Board of Governors. To comply with this requirement, the District prepares Form CCFS-311Q – Quarterly Financial Status Report each fiscal quarter for submission to the Chancellor's Office. The Revenue, Expenditure and Fund Balance are the Unrestricted Funds of the General Fund. However the Cash Balance reflects both Unrestricted and Restricted Funds.

The General Fund consists of the following:

Fund 11 – Unrestricted

Resource 1000 – General Unrestricted
Resource 1080 – Community Education
Resource 1090 – Performance Riverside
Resource 1110 – Bookstore (Contractor Operated)
Resource 1170 – Customized Solutions

Fund 12 – Restricted

Resource 1050 – Parking
Resource 1070 – Student Health
Resource 1180 – Redevelopment Pass-Through
Resource 1190 – Grants and Categorical Programs

Information Only.

Irving G. Hendrick
Interim Chancellor

Prepared by: Bill J. Bogle, Jr.
District Controller

CALIFORNIA COMMUNITY COLLEGES CHANCELLOR'S OFFICE

Quarterly Financial Status Report, CCFS-311Q CERTIFY QUARTERLY DATA

CHANGE THE PERIOD ▾

Fiscal Year: 2007-2008
Quarter Ended: (Q4) Jun 30, 2008

District: (960) RIVERSIDE

Your Quarterly Data is Certified for this quarter.

Chief Business Officer

James L. Buysse

District Contact Person

Name: Bill J. Bogle, Jr.

CBO Name:

James L. Buysse

Title: District Controller

CBO Phone:

951-222-8041

CBO Signature:

James L. Buysse
8-29-08

Telephone: 951-222-8041

Chief Executive Officer Name:

Irving G. Hendriek

Fax: 951-222-8021

CEO Signature:

Irving G. Hendriek
09/02/08

Date Signed:

E-Mail: Bill.Bogle@rcc.edu

Electronic Cert Date:

08/29/2008

California Community Colleges, Chancellor's Office
1102 Q Street Sacramento, California 95814-6511
Send questions to Kuldeep Kaur, (916) 327-6818 kkaur@ccccc.edu

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CALIFORNIA COMMUNITY COLLEGES CHANCELLOR'S OFFICE

Quarterly Financial Status Report, CCFS-311Q VIEW QUARTERLY DATA

CHANGE THE PERIOD ▾

District: (960) RIVERSIDE Fiscal Year: 2007-2008
Quarter Ended: (Q4) Jun 30, 2008

Line	Description	As of June 30 for the fiscal year specified		
		Actual 2004-05	Actual 2005-06	Projected 2007-2008
I. Unrestricted General Fund Revenue, Expenditure and Fund Balance:				
A. Revenues:				
A.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	106,405,524	119,560,718	140,056,553
A.2	Other Financing Sources (Object 8900)	880,941	-429,132	-930,061
A.3	Total Unrestricted Revenue (A.1 + A.2)	107,286,465	119,131,586	139,126,492
B. Expenditures:				
B.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	100,774,630	118,163,127	137,207,962
B.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	1,146,930	1,076,930	1,166,930
B.3	Total Unrestricted Expenditures (B.1 + B.2)	101,921,560	119,240,057	138,374,892
C.	Revenues Over(Under) Expenditures (A.3 - B.3)	5,364,905	-108,471	751,600
D.	Fund Balance, Beginning	7,261,554	12,344,738	18,049,419
D.1	Prior Year Adjustments + (-)	-281,721	402,578	0
D.2	Adjusted Fund Balance, Beginning (D + D.1)	6,979,833	12,747,316	18,049,419
E.	Fund Balance, Ending (C. + D.2)	12,344,738	12,638,845	18,801,019
F.1	Percentage of GF Fund Balance to GF Expenditures (E. / B.3)	12.1%	10.6%	13.6%
II. Annualized Attendance FTES:				
G.1	Annualized FTES (excluding apprentice and non-resident)	24,666	26,258	27,526

III. Total General Fund Cash Balance (Unrestricted and Restricted)

	As of the specified quarter ended for each fiscal year			
	2004-05	2005-06	2006-07	2007-2008
H.1 Cash, excluding borrowed funds	10,924,030	14,873,393	19,788,197	22,443,900
H.2 Cash, borrowed funds only				0
H.3 Total Cash (H.1 + H.2)	10,924,030	14,873,393	19,788,197	22,443,900

IV. Unrestricted General Fund Revenue, Expenditure and Fund Balance:

Line	Description	Adopted Budget (Col. 1)	Annual Current Budget (Col. 2)	Year-to-Date Actuals (Col. 3)	Percentage (Col. 3/Col. 2)
I.	Revenues:				
I.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	137,998,398	138,091,473	140,056,553	101.4%
I.2	Other Financing Sources (Object 8900)	-921,683	-921,683	-930,061	100.9%
I.3	Total Unrestricted Revenue (I.1 + I.2)	137,076,715	137,169,790	139,126,492	101.4%
J.	Expenditures:				
J.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	144,843,892	144,947,967	137,207,962	94.7%
J.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	1,166,930	1,166,930	1,166,930	100%
J.3	Total Unrestricted Expenditures (J.1 + J.2)	146,010,822	146,114,897	138,374,892	94.7%
K.	Revenues Over(Under) Expenditures (I.3 - J.3)	-8,934,107	-8,945,107	751,600	
L	Adjusted Fund Balance, Beginning	18,049,419	18,049,419	18,049,419	
L.1	Fund Balance, Ending (C. + L.2)	9,115,312	9,104,312	18,801,019	
M	Percentage of GF Fund Balance to GF Expenditures (L.1 / J.3)	6.2%	6.2%		

V. Has the district settled any employee contracts during this quarter?

NO

If yes, complete the following: (If multi-year settlement, provide information for all years covered.)

Contract Period Settled (Specify) YYYY-YY	Management	Academic	Permanent	Temporary	Classified

	Increase	% *	Increase	% *	Increase	% *	Increase	% *
a. SALARIES:								
Year 1:								
Year 2:								
Year 3:								
b. BENEFITS:								
Year 1:								
Year 2:								
Year 3:								

* As specified in *Collective Bargaining Agreement or other Employment Contract*

c. Provide an explanation on how the district intends to fund the salary and benefit increases, and also identify the revenue source/object code.

VI. Did the district have significant events for the quarter (include incurrence of long-term debt, settlement of audit findings or legal suits, significant differences in budgeted revenues or expenditures, borrowing of funds (TRANS), issuance of COPs, etc.)? **NO**

If yes, list events and their financial ramifications. (Enter explanation below, include additional pages if needed.)

VII. Does the district have significant fiscal problems that must be addressed? **NO**
 This year? **NO**
 Next year? **YES**

If yes, what are the problems and what actions will be taken? (Enter explanation below, include additional pages if needed.)

The State's failure to adopt a timely budget and the ensuing extended delay through the month of August 2008 has created significant cash flow issues for the District. The District has been forced to seek and consider emergency cash flow alternatives such as internal borrowing from other funds, short-term working capital lines of credit, and Tax and Revenue Anticipation Notes, possibly incurring unnecessary financing costs.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
TEACHING AND LEARNING COMMITTEE

Report No.: VI-A-1

Date: September 16, 2008

Subject: Riverside City College Accreditation First Follow-Up Report

Background: Presented for the Board's review is a follow-up report in support of the reaffirmation of accreditation for Riverside City College. The report is in response to the recommendations of the Accrediting Commission for Community and Junior Colleges Western Association of Schools and Colleges and will be submitted no later than October 15, 2008.

Recommended Action: It is recommended that the Board of Trustees approved the report for submission to the Accrediting Commission for Community Junior Colleges.

Irving G. Hendrick
Interim Chancellor

Prepared by: Linda Lacy
President, Riverside City College

First Follow-up Report
in
Support of the Reaffirmation of Accreditation

Response to the Recommendations
of the
Accrediting Commission for Community and Junior Colleges

Submitted
by
Riverside City College
4800 Magnolia Avenue
Riverside, CA 92506

Submitted
to
The Accrediting Commission for Community and Junior Colleges
Western Association of Schools and Colleges
10 Commercial Boulevard
Novato, CA 94949

October 15, 2008

Table of Contents

Introduction.....	1
Statement of Report Preparation.....	2
Response to College Recommendation 1, <i>Institutional Commitments and Evaluation, Planning, and Improvement</i>	3
Response to College Recommendation 3, <i>Organization</i>	7
Concluding Remarks.....	11
List of Referenced Documents.....	12

Introduction

Under the leadership of Dr. Linda Lacy, Interim President, Riverside City College has made significant progress in correcting all the deficiencies noted by the evaluation team during its October 2007 visitation. Most notable of its efforts to address the recommendations, the college has implemented its new strategic planning process and has, for the first time, used this process to allocate financial and personnel resources for the 2008-2009 academic year. Also, the college has approved a revised mission statement and developed strategic planning goals, which will guide both the program review and strategic planning processes for the 2008-2009 academic year. In addition, the college has approved a process for the periodic review of its mission. Most important, in Spring 2008, the college developed and implemented an initial assessment of the recently completed strategic planning process, which the college's Strategic Planning Committee will use to improve both the program review and strategic planning processes for the 2008-2009 academic year. The development of a more complete assessment procedure—which uses a scorecard that identifies effectiveness indicators, outcome measures, and specific benchmarks and which tracks the progress over time—has begun and should be implemented during the 2008-2009 academic year.

Although not specifically addressed in this follow-up Report, the college continues to correct the weaknesses noted in College Recommendation 2, Student Learning Outcomes, and District Recommendation 2, Resource Allocation Model. Faculty efforts in various disciplines at the college to assess student learning outcomes have expanded. Equally important, a special ad hoc committee, composed of representatives from all three colleges in the District, has developed a new Budget Allocation Model, which has been incorporated into the 2008-2009 approved District budget. The Riverside City College members of this ad hoc committee collaborated with the college's Strategic Planning Sub-Committee for Financial Resources and widely disseminated information to various college constituencies, particularly the Board of Trustees and the Academic Senate, about both the process used to develop the Budget Allocation Model and about the Model itself.

The commitment on the part of the staff, students, faculty, and administration to participate in and to implement both the strategic planning and program review processes has begun to change the culture of the college. The processes are open, transparent, and inclusive. They are also malleable—i.e., subject to improvement as the college assesses its initial efforts to implement the newly integrated processes. These factors swayed one senior faculty member to observe: “For the first time I feel that my participation on this committee makes a difference. I’m really part of the decision-making process.”

Statement of Report Preparation

Dr. Linda Lacy, Interim President, charged Tom Allen, Associate Professor of English, to work with the co-chairs of the Strategic Planning Sub-Committee for Institutional Effectiveness, the president of the Riverside City College Academic Senate, various staff, and appropriate administration to gather the relevant information and evidence of the work done by the numerous college committees and constituencies to address the recommendations from the Accrediting Commission. Professor Allen wrote the initial draft of the Follow-up Report, which was reviewed and revised by the Accreditation Executive Committee.¹ A revised draft of the Follow-up Report was then sent to the Riverside City College Academic Senate, the Riverside City College Student Senate, the Strategic Planning Committee, and the President's Executive Cabinet for additional review and approval. The final draft, approved by the Riverside City College Accreditation Executive Committee, was sent to the Board of Trustees for final approval before it was submitted to the Accrediting Commission.

Response to College Recommendation 1, *Institutional Commitments and Evaluation, Planning, and Improvement.*

“The team recommends that the college reframe its mission to be comprehensive, including the educational goals that may be fulfilled at the college and a description of the primary student population for which the college is designing programs (Standard IA).

- The team further recommends that the college clarify the ways in which the strategic plan aligns with the college mission statement, links to strategic goals, drives budget allocation, and ensures the distribution of technology and human resources (Standard IIID.1).
- The team also recommends that the college develop a process for integrating program review with institutional goals, complete the implementation of the planning process, assess that process, and communicate the results of that assessment to all constituents in order to promote institutional effectiveness and identify areas for improvement (Standards IB.2, IB.3, IIB.4, and IIID.3”

Description

Beginning in September 2007, at its first meeting of the academic year, the Riverside Strategic Planning Sub-Committee for Institutional Effectiveness began conceptualizing a process to review the mission statement. The sub-committee submitted the final Mission Statement Review Process Template to the Riverside City College Strategic Planning Committee on April 3, 2008. The final draft of the review process was approved by the Riverside Strategic Planning Committee on June 5, 2008. The process outlines the constituencies to which the sub-committee disseminates the mission statement and the timelines for review. Although a number of college constituencies receive the mission statement each year for review, only the Riverside Academic Senate, the Riverside Student Senate, the Riverside Strategic Planning Committee, and the District Strategic Planning Committee approve the mission statement before it is sent to the Board of Trustees for final approval. This review begins in October of each new academic year and concludes in March of each year.²

After receiving the recommendations from the Accrediting Commission on January 31, 2008, the Riverside Strategic Planning Committee charged the Riverside Strategic Planning Sub-Committee for Institutional Effectiveness to revise the college’s mission statement. The sub-committee began its work in late March 2008 and disseminated a draft of the new mission statement to various college constituencies in April 2008. The Riverside Strategic Planning Committee, the Riverside Academic Senate, the Riverside Student Senate, and the District Strategic Planning Committee approved the revised mission statement, which received final approval from the Board of Trustees on June 17, 2008, at its regular meeting.^{3 4}

In March 2007, each of the Strategic Planning sub-committees established goals. These goals guided the activities of the sub-committees and helped the sub-committees fulfill their charges as established by the Riverside City College Strategic Planning Committee Constitution and Bylaws.⁵ During the Spring 2008 semester, the Strategic Planning sub-committees, where appropriate, developed a “Program Review Rubric” to use as the sub-committees prioritized the

instructional and non-instructional resources requested by various departments as part of their annual program reviews. Using the 2007 annual program review documents, each sub-committee then ranked the requests appropriate to its charge. These prioritized lists were given to the Riverside City College Financial Resources Sub-Committee for budget allocation. The Financial Resources Sub-Committee used the prioritized lists from the other sub-committees to make its budget allocation recommendations to the Riverside City College Strategic Planning Committee.⁶ These recommendations were approved by the Strategic Planning Committee at its March 6, 2008, meeting. At the end of the process, the sub-committees assessed how well it had achieved their goals, and the RCC Strategic Planning Committee also conducted a self-evaluation. In September 2008, the Riverside Strategic Planning Committee reviewed the assessment instruments and made appropriate changes, one of which involves the expansion of the assessment process to develop a scorecard to track strategic goals over time and to use key performance indicators, specific outcome measures, and clearly identified benchmarks as measures of effectiveness.

Using the newly revised mission statement as the cornerstone, each of the Riverside Strategic Planning sub-committees developed a specific goal to support and advance the mission of the college.⁷ These general goals function as “focus points” for each of the sub-committees—i.e., as reminders of the specific role each sub-committee assumes to ensure that the mission of the college is central to the decision-making processes. In addition, the Riverside City College Strategic Planning Committee developed “Strategic Goals” for the 2008-2009 academic year at its annual retreat on June 13, 2008. The list of goals includes strategies for realizing the goals and also assigns responsibility to the appropriate strategic planning sub-committee.⁸

Evaluation

Prompted by the recommendations of the Accreditation Commission, the college has reframed its mission statement to be more focused. The comprehensive statement includes the educational goals that may be completed at the college and also describes the primary student population the college serves. The reframed mission statement asserts the college’s autonomy, while also complementing the mission statement of the district, which provides the broad educational purposes of the institution. The new mission statement more clearly defines the purpose of the college and provides the scaffolding necessary to guide both program review and the strategic planning processes. The specific goals of each strategic planning sub-committee augment the mission statement and offer a means by which each sub-committee can use the mission statement to guide its decision-making process.

The college has also developed a process by which it can routinely review the effectiveness of the mission statement in guiding both program review and strategic planning. The key measure of the statement’s effectiveness will emerge at the end of the 2008-2009 academic year when the new mission statement actually, for the first time, guides program review and the strategic planning process. Because the college developed its Strategic Planning Goals for 2008-2009 using the new statement, it will be able to assess the effectiveness of the new mission statement as a guide for planning, for the allocation of resources, and for continued institutional improvement.

Making operational the planning process in place at the time of the visitation, the strategic planning sub-committees used the 2007 annual program reviews to prioritize requests for resources during the spring 2008 semester. The Financial Resources Strategic Planning Sub-Committee received the prioritized requests from each sub-committee and recommended which requests to fund and at what levels to fund them. All of the available funds were allocated by the Financial Resources Sub-Committee, which made its recommendations to the Riverside City College Strategic Planning Committee. The recommendations were approved on March 6, 2008. Because this is the first time the college has used the process to allocate funds, the sub-committees had to find a means by which to use the annual program reviews to prioritize the requests. Going through each department's review and categorizing the various requests—such as for human resources, instructional equipment, remodeling, non-instructional equipment, etc.—took time because of the volume of documents. Although the District has modified the program-review template for the 2008 annual program review and has also improved the databases used for program review, the Riverside Strategic Planning Committee has recommended that the college continue to modify the program review documents to more closely align with the types of funding requests received. This revision would allow each of the sub-committees to locate the requests more easily, perhaps even in a prioritized list format. Also, each sub-committee had to develop a rubric to evaluate objectively the requests from its various constituencies. Again, this took time because the sub-committees had to read and evaluate the rationale for each of the requests. Now that the rubrics have been developed, the work of the sub-committees for the 2008-2009 academic year will be easier.

Beginning with the 2008-2009 academic year, the District implemented the new Budget Allocation Model to distribute the District's resources. As part of this process, Riverside City College received its separate base revenue. Any money exceeding the 2007-2008 base allocation will be distributed using the strategic planning process. The college can then allocate funds for human resources and distribute money for both instructional and non-instructional equipment. In fact, the Riverside Strategic Planning Sub-Committee for Technology has begun to inventory all the technological resources being used at the college and to set an obsolescent date for each piece of equipment in order to determine the true cost of replacing both instructional and non-instructional equipment. Also, the college has developed a rubric for prioritizing faculty positions.⁹ This will allow the college to use the strategic planning process to allocate its own money for human resources. At the present time the new Budget Allocation Model has a line item at the District level for new faculty positions. This money has not yet been allocated to the base revenues of the colleges due to the state's fiscal uncertainties; nevertheless, a structure is in place at the college level to proceed with hiring once funding is available. Any new money included in the college's base revenue, however, can be allocated using the college's strategic planning process.

The Financial Resources Sub-Committee initially had some difficulty allocating the resources because it did not have a clear principle to guide its decision-making process. It relied primarily on the prioritized lists from the other sub-committees, but it based its decisions on requests that more directly impacted classroom teaching. Now that the college has reframed its mission statement that identifies the essential purpose of the college, including the specific goals of each sub-committee, the sub-committee can use that statement to guide the allocation of resources. In addition, the Financial Resources Sub-Committee has asked that the Instructional Programs Sub-

Committee and the Student Services Sub-Committee prioritize the educational and student services initiatives identified in the annual program reviews.

The assessment component of the strategic planning process is taking place. The Riverside Strategic Planning Committee and each of the sub-committees have or will have completed an assessment of the process used during the 2007-2008 academic year. A survey of the sub-committee members asking each how well each sub-committee fulfilled its goals and comments from participating members about ways to improve the process are being compiled, and the Riverside Strategic Planning Committee will evaluate the results of the assessment instruments and comments at its meeting in September 2008. The Strategic Planning Committee will then make any needed changes to the process. One of those changes involves expanding the assessment process to include specific performance indicators and identified outcome measures for each of the strategic planning goals. The Riverside Strategic Planning Committee has drafted a Strategic Planning Report Card that will track the planning initiatives over time and assess how well the college has met its benchmark goals. The development of this report card, led by the Vice President of Business Services, will allow the college to evaluate the overall effectiveness of the planning process and make adjustments for improvement.

Response to College Recommendation 3, Organization

“To meet the standards related to ethical, effective, and empowered leadership, the team recommends that the college (Standards IVA, IVA.1, IVA.2, IVA.2a, IVA.2b, and IVA.3)

- Identify and document the roles, scope of authority, and responsibilities of students, faculty, staff and administrators in the decision-making process;
- Identify and document the charge, the scope of authority, and responsibilities of each college committee;
- Identify and document the specific procedures for moving items or issues through the decision-making processes at the college and between the college and district, including mechanism for providing feedback.”

Description:

During the 2007-2008 academic year, the Riverside Academic Senate and the Riverside City College administration modified the college’s committee structure to fold all of the shared governance committees (committees with mixed membership of administration, staff, faculty, and students) operating at the college into the nine Riverside City College Strategic Planning sub-committees, which are aligned with the accreditation standards.¹⁰ For example, the Parking Committee is now part of the Physical Resources Sub-Committee; the Developmental Education Committee is now part of the Instructional Programs Sub-Committee; and the Matriculation Committee is now part of the Student Services Sub-Committee. As a result, the college’s shared governance committees now function under the Riverside Strategic Planning Committee Constitution and Bylaws, which include the charge of each sub-committee. Moreover, the Constitution clearly delineates the roles, scope of authority, and responsibilities of all college constituencies, including faculty, staff, college administration, and students.¹¹ The composition of the Riverside Strategic Planning Committee and the Strategic Planning sub-committees includes members from the various constituencies as mandated by the Constitution. These sub-committees meet each month or as necessary to complete their business.

Also, during the 2007-2008 academic year, in an effort to address the Accrediting Commission’s recommendations, the Riverside Academic Senate approved the “charges” of each of the senate’s standing committees.¹² The Riverside Strategic Planning Committee Constitution and Bylaws, as was stated above, includes the “charges” of each strategic planning sub-committee. The college will implement the new committee structure during the 2008-2009 academic year. Also, the Riverside Student Senate makes recommendations on all policies that have a significant impact on students. At the end of the Spring 2008 semester, the president of the Riverside Academic Senate invited all faculty to sustain their previous committee assignment or to request new assignments for the next year. The administration, the classified staff, and the students also have processes in place to appoint members to the various strategic planning sub-committees.

During the 2007-2008 academic year, the college inaugurated the revised strategic planning process using the 2007 program reviews. A detailed discussion of the process used by the college occurs in the response to College Recommendation #1. The new Budget Allocation Model, which has been implemented for the 2008-2009 academic year, will give the college its

base funding levels. Any new funds, once they are allocated to the college, will be distributed using the strategic planning process. Any items or issues that surface during the academic year, which are not specifically identified in the program reviews, are directed to the appropriate strategic planning sub-committee for discussion and recommendation. The item or issues, with the appropriate sub-committee's recommendation, are then forwarded to the Riverside City College Strategic Planning Committee for approval. Once Riverside City College has received its base revenue for the year, including any new money, the college's Strategic Planning Committee has full authority to allocate its resources.

Each campus has representatives to the District's Strategic Planning Committee, including co-chairs of the Riverside Strategic Planning Committee. The Riverside Community College District Strategic Planning Committee Operational Guidelines delineate the membership and the decision-making processes between the college Strategic Planning Committee and the District Strategic Planning Committee. Although the District will respond to District Recommendation 1 dealing with the District's Strategic Plan in its second Follow-up Report, due 15 October 2009, a draft of the District's Strategic Plan serves as the basis for the decision-making processes between the college and the District.¹³ The strategic planning initiatives of the California Community Colleges, of the District Strategic Planning Committee Plan (2008-2012), and of the Riverside City College Strategic Planning Committee, although not identical, parallel and complement one another.¹⁴ These goals serve as the basis for the decision-making procedures.

The specific process for moving items or issues through the decision-making processes involving program review and strategic planning at the college and between the college and the district begins with the new Budget Allocation Model. The co-chairs of the Riverside City College Strategic Planning Committee—Dr. Lacy, Interim President, and Tim Brown, Associate Professor, Reading—serve on the District Strategic Planning Committee and function as the “feedback mechanism” between the two committees. At each Riverside Strategic Planning Committee meeting, a standing report exists on the Riverside Strategic Planning Committee agenda that outlines items before the District's Strategic Planning. Any budget line items not specifically allocated to the colleges fall under the purview of the District Strategic Planning Committee. Also, any new programs that might affect all three campuses, the allocation of state or local bond money, or any requests not anticipated in the original plans fall within the authority of the District Strategic Planning Committee. Essentially, the District Strategic Planning Committee makes recommendations to the Chancellor and ultimately to the Board on any item or issue that affects all three campuses.¹⁵

The faculty and classified staff have separate unions that negotiate the salary and working conditions of the groups under the collective bargaining laws. Decisions involving collective bargaining have their own legal requirements. The Associate Students of Riverside City College have their own governance processes and have representatives on the various shared governance committees.

The District Academic Senate and the Riverside City College Academic Senate make decisions involving academic and professional matters. Various college and District committees, such as the Curriculum Committee and Professional Growth and Sabbatical Leave Committee, make recommendations directly to the Board of Trustees. The Academic Senate and the District

consult collegially on decisions regarding Board policies and other academic and professional matters. In the past the Academic Senate voiced concerns about the role of the Chancellor when the Senate wanted to place an item on the Board agenda. Newly revised Board Policies and Procedures have added language guaranteeing final recommendations to the Chancellor will be presented to the Board of Trustees in a timely manner with or without his/her endorsements or comments.¹⁶

Evaluation

Riverside City College has completed its goal of identifying the charges of each college committee, the scope of authority of each committee, and the role of each college constituency serving on the college committees. The Riverside City College Academic Senate has completed its work by approving the charges of each of its standing committees, and the Riverside Strategic Planning Committee Constitution and Bylaws document identifies the charge, the membership, and the scope of authority of each of the strategic planning sub-committees.¹⁷ Completing these tasks has allowed the college to define more clearly how the committee structure should function.

Moreover, the Riverside Strategic Planning Committee and its sub-committees, composed of individuals from the various constituencies of the college, functioned very well during the 2007-2008 academic year. Each of the sub-committees prioritized the instructional and non-instructional requests included in the annual program review documents and the Financial Resources Sub-Committee recommended the allocation of the available resources to the Riverside City College Strategic Planning Committee. The District Strategic Planning Committee reached consensus in support and moved the college's recommendations, without a vote, forward to the Board of Trustees for approval. These processes were completed in an open and transparent manner. Each of the sub-committees was informed of the final allocation decisions and, in one case, a constituent appealed the decision of the Finance Sub-Committee and met with the sub-committee to clarify its request. Although the college inaugurated this process during the 2007-2008 academic year and the sub-committees struggled initially to define their work with the scope of their authority, the decision-making process has worked.

Also, how well the integration of the college committee into the nine strategic planning sub-committees will function has not yet been determined. The college will have to assess this new committee structure and make the necessary adjustments for institutional effectiveness during the 2008-2009 academic year.

The Riverside City College Strategic Planning Committee has full authority to make recommendations to the college president regarding the resources included in the college's base revenue and decisions effecting the Riverside City College operations. In respect to the items that fall under the District purview, the District flow charts clearly show that the Chancellor's Executive Cabinet has a role in the decision-making processes, but in practice this role varies. At present the cabinet does not approve items, but it does review them and makes recommendations to the Chancellor on items or funds outside the base allocation for each college and on matters of planning that affect the District as a whole, including new programs, contract negotiations, and bond money expenditures.

Although the Chancellor in consultation with the Board President develops the Board agenda according to specific policy, the Board of Trustees has adopted a new policy that allows the public to place items on the Board agenda.¹⁸ These policies, as well as Board Policy 4005, guarantees that all college constituencies and the public have an opportunity to address issues affecting the college and the district before the Board of Trustees makes its final decision.

Concluding Remarks

The accreditation process, especially the self-study, has allowed the college to examine, evaluate, and improve the way in which it makes the decisions that impact the education of students. Moreover, the accreditation peer review process has provided a more “objective” and “impartial” perspective on the way the college operates. Equally important, the recommendations of the Accrediting Commission to Riverside City College have created an opportunity to improve the way the college serves its students. These recommendations have also helped the college focus more directly on and address issues that have surfaced during previous accreditations. The college has used many of the principles of good practice, delineated in the accreditation standards, to develop a strategic planning process that has great potential and will guide the decision-making processes for years to come. Clearly, the accreditation process works.

List of Supporting Documents and References

- ¹ Members are Linda Lacy, Interim President; Tim Brown, Associate Professor, Reading; Tom Allen, Associate Professor, English; Richard Mahon, Riverside Academic Senate President; Susan Mills, Associate Professor, Mathematics; Sylvia Thomas, Associate Vice Chancellor, Instruction; CSEA Rep.; and Student Rep.
- ² Mission Statement Review process document.
- ³ Revised Mission Statement.
- ⁴ Minutes from the various constituencies that approved the new mission statement.
- ⁵ Article I, the Bylaws for the Riverside Strategic Planning Committee, for a list of the goals for each of the standing committees.
- ⁶ Financial Resources Sub-Committee Recommendations to the Riverside Strategic Planning Committee, March 2008
- ⁷ List of goals for each of the sub-committees, May 29, 2008.
- ⁸ List of Strategic Planning Goals for the 2008-2009 academic year.
- ⁹ Rubric for prioritizing faculty positions
- ¹⁰ Riverside Academic Senate website for a complete list of college committees and their charges.
- ¹¹ Riverside Strategic Planning Committee Constitution and Bylaws, adopted March 1, 2007
- ¹² Minutes for the Riverside Academic Senate, May 19, 2008.
- ¹³ Draft of the District's Strategic Plan, 2008-2012
- ¹⁴ CCC Strategic Goals, the RCCD Strategic Planning goals, and the RCC Strategic Planning goals.
- ¹⁵ Riverside Community College District Strategic Planning Committee Operational Guidelines.
- ¹⁶ Board Policy 4005.
- ¹⁷ Riverside City College Academic Senate website and the SPC Constitution and Bylaws.
- ¹⁸ Board Policy 2340, which gives the Chancellor the authority to prepare the Board agendas, and Board Policy 2345, which delineates how the public can place items on the Board agenda.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
RESOURCES COMMITTEE

Report No.: VI-B-1

Date: September 16, 2008

Subject: Phase III Norco/Industrial Technology Building Project – Agreement/Amendment
– John R. Byerly, Inc.

Background: On January 29, 2008 the Board of Trustees ratified an agreement with John R. Byerly, Inc. to provide geotechnical testing inspection services during the initial stages of construction of Phase III Norco/Industrial Technology Building Project in the amount of \$43,770.

The original services have been completed. As the project proceeded, the Division of State Architect (DSA) required additional testing due to the soils condition including “cone penetration testing” and other additional ground compaction testing. The additional testing will determine the full extent of soil inspection services that will be needed for the remainder of the project. Staff is recommending that the agreement with John R. Byerly, Inc. be amended to provide additional inspection services on a time and material basis as outlined in Exhibit I of the Amendment (attached) in an amount not to exceed \$40,120.

To be funded by the Board approved project budget (State Construction Act Funds – Resource 4100 and District Measure “C” funds - Resource 4160)

Recommended Action: It is recommended that the Board of Trustees approve the amendment to the agreement with John R. Byerly, Inc. for additional services for the Phase III Norco/Industrial Technology Building Project in the amount of \$40,120 and authorize the Vice Chancellor, Administration and Finance, to sign the amendment.

Irving G. Hendrick
Interim Chancellor

Prepared by: Rick Hernandez
Director Capital Planning
Facilities Planning, Design and Construction

Dr. C. Michael Webster
Riverside Community College District Planning Consultant
Facilities Planning, Design and Construction

AMENDMENT TO THE AGREEMENT
DATED JANUARY 1, 2008
BETWEEN
JOHN R. BYERLY, INC.
AND
RIVERSIDE COMMUNITY COLLEGE DISTRICT
(Phase III Norco/Industrial Technology Building Project)

This Agreement shall be amended this date, September 17, 2008, as follows:

John R. Byerly, Inc. shall provide the following additional scope of work: Reference Exhibit I - Attached.

Total additional compensation of this amended agreement shall not exceed \$40,120, including expenses. Payments and final payment shall coincide with original agreement dated January 1, 2008.

All other terms and conditions of the original agreement are to remain in full force and effect.

John R. Byerly, Inc.

Riverside Community College District

John R. Byerly
President
2257 South Lilac Ave.
Riverside, CA 92316

James L. Buysse
Vice Chancellor
Administration and Finance

Date _____

Date _____

Exhibit I

Additional Scope of Work

Consultant fees are based on time consumption and unit rates based on the Summary of Fees on the original agreement.

Additional Services:

Field Technician (utility line trench backfill)
Field Technician (sidewalk/hardscape subgrade)
Field Technician (parking lot curb/gutter subgrade)
Field Technician (monitor compaction grouting)
Supervising Technician (report preparation)
Principal Engineer (report review and signature)

Additional Testing:

Cone Penetration Testing
Staff Engineer (monitor cone penetration testing)
Staff Geologist

RIVERSIDE COMMUNITY COLLEGE DISTRICT
RESOURCES COMMITTEE

Report No.: VI-B-2

Date: September 16, 2008

Subject: Temporary Loans – Cash Shortage Arising from State Budget Impasse –
Resolution No. 04-08/09

Background: The District's General Unrestricted and Restricted Operating Funds (Funds 11 and 12) will begin to suffer significant cash flow shortages as the state's prolonged budget impasse continues. To ensure that sufficient cash reserves are maintained to meet the District's financial obligations, including salary commitments, the District is exploring various financing options including issuing a Tax Revenue Anticipation Note (TRAN) and a short-term working capital line of credit. Each of these alternatives will result in unnecessary costs to the District in the form of loan origination fees, issuance costs and interest. In addition, lead time will be required to complete these financing arrangements.

As an alternative, the District can access cash reserves maintained in other District Funds on a temporary basis to meet cash needs. The temporary loans will be repaid with interest as soon as the District begins receiving apportionment payments from the State.

The District estimates that approximately \$14 million is needed to cover operating expenditures in Funds 11 and 12 for the months of September through December that the District seeks to fund on an as-needed basis from the following Funds and Resources in the approximate amounts listed below:

Fund 61, Resource 6100	Health and Liability Self-Insurance	\$ 3,000,000
Fund 61, Resource 6110	Workers' Compensation Self-Insurance	\$ 1,000,000
Fund 41, Resource 4130	La Sierra Capital	\$10,000,000

Recommended Action: It is recommended that the Board of Trustees authorize temporary loans from Fund 61, Resources 6100 and 6110 in the approximate amounts of \$3,000,000 and \$1,000,000 respectively and Fund 41, Resources 4130 in the approximate amount of \$10,000,000 to Funds 11 and 12 on an as-needed basis, including interest at a rate equal to that received by the District on its short-term investments with the Riverside County Treasurer, with said loans to be repaid to the respective Funds and Resources immediately upon receipt of the District's apportionment allocation occurring after the State adopts its budget.

Irving G. Hendrick
Interim Chancellor

Prepared by: Aaron S. Brown
Associate Vice Chancellor, Finance

RIVERSIDE COMMUNITY COLLEGE DISTRICT

RESOLUTION FOR TEMPORARY LOANS

RESOLUTION No. 04-08/09

Cash Shortage Arising from State Budget Impasse

WHEREAS the California State Legislature's prolonged budget impasse related to the adoption of a State budget for fiscal year 2008-2009 has resulted in delayed apportionment payments to the District; and

WHEREAS the California State Legislature's failure to adopt a budget will begin to create significant cash flow shortages in the District's Unrestricted and Restricted Operating Funds (Funds 11 and 12) which will negatively impact the District's ability to meet its financial obligations; and

WHEREAS the governing board of the Riverside Community College District has determined that temporary loans to the Unrestricted and Restricted Operating Funds (Funds 11 and 12) in the amount not to exceed the combined amount of \$14,000,000 may be necessary for purposes of cash flow until the California State Legislature adopts the 2008-2009 budget; and

WHEREAS the governing board of the Riverside Community College District has determined that sufficient funds exist in Fund 61, Resources 6100 and 6110 and Fund 41, Resource 4130 to provide temporary loans.

NOW, THEREFORE, BE IT RESOLVED that temporary loans not to exceed \$14,000,000 to the Unrestricted and Restricted Operating Funds (Funds 11 and 12) from Fund 41, Resources 6100 and 6110 and Fund 41, Resource 4130 be approved until such time as the State adopts its fiscal year 2008-2009 budget.

This is an exact copy of the resolution adopted by the governing board at a regular meeting on September 16, 2008.

Clerk or Authorized Agent

RIVERSIDE COMMUNITY COLLEGE DISTRICT
GOVERNANCE COMMITTEE

Report No.: VI-D-1

Date: September 16, 2008

Subject: Revised Board Policies – Second Reading

Background: In keeping with our current process of updating our current Board Policies and adopting new Policies, the items below, which came before the Board for first reading at the August 19, 2008 Board meeting, are presented now for second reading and approval.

Board of Trustees

Policy 2010 – Board Membership. Updates and replaces, in part, current Policy 1010 – Legal Authority and Organization.

Policy 2015 – Student Trustee. Updates and replaces current Policy 1016 – Student Member of Governing Board.

Policy 2100 – Board Elections. Updates and replaces current Policy 1015 – Elections and Terms of Members.

Policy 2110 – Vacancies on the Board. This is a new policy for the District.

Policy 2210 – Officers. This is a new policy for the District.

Policy 2220 – Committees of the Board. This replaces, in part, current Policy 1011 – Board of Trustees Committee Bylaws.

Policy 2305 – Annual Organizational Meeting. This replaces, in part, current Regulation 1010 – Legal Authority and Organization.

Policy 2310 – Regular Meetings of the Board. This is a new policy for the District.

Policy 2315 – Closed Sessions. This replaces, in part, current Regulation 1010 – Legal Authority and Organization.

Policy 2320 – Special, Emergency and Adjourned Meetings. This is a new policy for the District.

Policy 2330 – Quorum and Voting. This replaces, in part, current Regulation 1010 Legal Authority and Organization.

Policy 2340 – Agendas. This replaces, in part, current Regulation 1010 Legal Authority and Organization.

Policy 2355 – Decorum at Board Meetings. This is a new policy for the District.

Policy 2360 – Minutes. This is a new policy for the District.

Policy 2365 – Recording. This is a new policy for the District.

Policy 2432 – Chancellor Succession. This is a new policy for the District.

Policy 2610 – Presentation of Initial Collective Bargaining Proposals. This is a new policy for the District.

Policy 2716 – Political Activity. This is a new policy for the District.

Policy 2717 – Personal Use of Public Resources. This is a new policy for the District.

Policy 2720 – Communications Among Board Members. This is a new policy for the District.

Policy 2730 – Health and Welfare Benefits. This is a new policy for the District.

Policy 2735 – Board Member Travel. This is a new policy for the District.

Policy 2745 – Board Self-Evaluation - This policy was originally approved by the Board in May of 2007 as part of the accreditation preparation. The change indicates that the Board will conduct a self-assessment at least annually, instead of quarterly as the original document stated.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
GOVERNANCE COMMITTEE

Report No.: VI-D-1

Date: September 16, 2008

Subject: Revised Board Policies – Second Reading – Continued

Academic Affairs

Policy 4050 – Articulation – This policy was also originally approved by the Board in May of 2007. The main change reflects an update in terminology currently used among community colleges, the area high schools, and ROP's.

Recommended Action: It is recommended that the Board of Trustees approve Board Policies 2010, 2015, 2100, 2110, 2210, 2220, 2305, 2310, 2315, 2320, 2330, 2340, 2355, 2360, 2365, 2432, 2610, 2716, 2717, 2720, 2730, 2735, 2745 and 4050.

Irving G. Hendrick
Interim Chancellor

Prepared by: Ruth W. Adams, Esq.
Director, Contracts, Compliance and Legal Services

Riverside Community College District Policy

No. 2010
Board of Trustees
DRAFT

BP 2010 BOARD MEMBERSHIP

References:

Education Code Sections 72023, 72103, and 72104

The Board of Trustees of the Riverside Community College District, serving at the will of the electorate, derives its powers and duties from the Constitution and Legislature of the State of California as set forth in the Education Code and Title 5, California Code of Regulations, and directives from the Board of Governors for the California Community Colleges.

The Board of Trustees shall consist of five members elected by the qualified voters of the District. Members shall be elected at large.

The Board of Trustees is charged with the governance of the Riverside Community College District and holds the Chancellor of the District responsible for the administration and management of the District.

Any person who meets the criteria contained in law is eligible to be elected or appointed a member of the Board of Trustees.

An employee of the District may not be sworn into office as an elected or appointed member of the Board of Trustees unless he or she resigns as an employee.

No member of the Board of Trustees shall, during the term for which he or she is elected, hold an incompatible office.

***NOTE:** The language in **bold type** is recommended by the Community College League and legal counsel (Liebert Cassidy Whitmore). The language in **regular type** is from current Riverside Community College District Policy 1010 titled Legal Authority and Organization adopted in July 1964 and amended on the following dates: May 7, 1975, November 6, 1984, May 16, 1995, and May 17, 2005.*

Date Adopted:

(Replaces current Riverside CCD Policy 1010)

Riverside Community College District Policy

No. 2015

Board of Trustees
DRAFT

BP 2015 STUDENT *TRUSTEE*

References:

Education Code Sections 72023.5 and 72103

The Board of Trustees shall include *one* non-voting student *trustee*. The term of office shall be one year commencing *the first day after the end of the spring semester*.

The student *trustee* shall be a resident of California at the time of nomination, and during the term of service, and shall be enrolled in and maintain a minimum of five (5) semester units in the District at the time of nomination and throughout the term of service. The student shall maintain a 2.0 GPA throughout their term on the Board. The student *trustee* is not required to give up employment with the District.

The student *trustee* shall be seated with the Board of Trustees and shall be recognized as a full member of the Board at meetings. Except for closed sessions, the student *trustee* is entitled to participate in discussion of issues and receive all materials presented to members of the Board of Trustees. The student *trustee* shall be entitled to any mileage allowance necessary to attend Board Meetings to the same extent as publicly elected Board members.

❖ ~~From current RCCD Policy 1016/6016 titled Student Member of Governing Board~~

~~A nonvoting student member shall be seated with the members of the governing board and shall be recognized as a full member, having all the rights and privileges extended to and responsibilities of other members except that the student member shall not have the right to vote on any matters before the governing board nor shall the student member have the right to attend those meetings which are defined as closed or special sessions of the Governing Board.~~

NOTE: The language in **bold type** is recommended by the Community College League and legal counsel (Liebert Cassidy Whitmore). The language in **regular type** is from current Riverside Community College District Policy 1016/6016 titled Student Member of Governing Board adopted on March 20, 1979 and amended on March 7, 1989.

Date Adopted:

(Replaces current Riverside CCD Policy
1016/6016)

Riverside Community College District Policy

No. 2100

**Board of Trustees
DRAFT**

BP 2100 BOARD ELECTIONS

References:

Education Code Sections 5000 et seq.

The Board of Trustees for the Riverside Community College District consists of five members elected at large. ~~for terms of four years.~~ Eligibility requirements, dates of elections and methods of dealing with vacancies are set forth in the ***procedures*** regulations.

The term of office of each Board member shall be four years, commencing on *the first Friday in December* following the election. Elections shall be held every two years, in *even* numbered years. Terms of Board of Trustees members are staggered so that, as nearly as practical, one half of the Board members shall be elected at each Board member election.

NOTE: The language in **bold type** is recommended by the Community College League and legal counsel (Liebert Cassidy Whitmore). The language in **regular type** is from current Riverside Community College District Policy 1015 titled *Election and Terms of Members Policy* adopted in July 1964 and amended on the following dates: May 7, 1975, November 20, 1979, November 6, 1984, and November 20, 1995.

Date Adopted:

(Replaces current Riverside CCD Policy 1015)

Riverside Community College District Policy

No. 2110
Board of Trustees
DRAFT

BP 2110 VACANCIES ON THE BOARD

References:

Education Code Sections 5090 et seq.;
Government Code Section 1770

Vacancies on the Board of Trustees may be caused by any of the events specified in Government Code Section 1770 or any applicable provision in the Elections Code, or by a failure to elect. Resignations from the Board of Trustees shall be governed by Education Code 5090.

Within sixty (60) days of the vacancy or filing of a deferred resignation, the Board of Trustees shall either order an election or make a provisional appointment to fill the vacancy.

If an election is ordered, it shall be held on the next regular election date not less than 130 days after the occurrence of the vacancy.

If a provisional appointment is made, it shall be subject to the conditions in Education Code 5091. The person appointed to the position shall hold office only until the next regularly scheduled election for Board of Trustees members, when the election shall be held to fill the vacancy for the remainder of the unexpired term.

The provisional appointment will be made by a majority public vote of the Board of Trustees members at a public meeting.

NOTE: *The language in **bold type** is recommended by the Community College League and legal counsel (Liebert Cassidy Whitmore).*

Date Adopted:

(This is a new policy recommended by the CC League and the League's legal counsel)

Riverside Community College District Policy

No. 2210
Board of Trustees
DRAFT

BP 2210 OFFICERS

Reference:

Education Code Section 72000

At the annual organizational meeting, the Board of Trustees shall elect from among its members a President, Vice President and Secretary of the Board.

The terms of officers shall be for one year.

The Board of Trustees does not have an official system of rotation of officers; it elects the officers each year from among all its members.

***NOTE:** The language in **bold type** is recommended by the Community College League and legal counsel (Liebert Cassidy Whitmore).*

Date Adopted:

(This is a new policy recommended by the CC League and the League's legal counsel)

Riverside Community College District Policy

No. 2220

**Board of Trustees
DRAFT**

BP 2220 COMMITTEES OF THE BOARD

Reference:

Government Code Section 54952

The Board of Trustees may by action establish committees that it determines are necessary to assist the Board in its responsibilities. Any committee established by Board of Trustees action shall comply with the requirements of the Brown Act and with policies regarding open meetings.

Board committees that are composed solely of less than a quorum of members of the Board that are advisory, are not required to comply with the Brown Act, or with policies regarding open meetings unless they are standing committees.

The Board of Trustees of the Riverside Community College District will hold regular committee meetings, **as set forth in Administrative Procedure 2220.**

NOTE: This policy is **legally advised**. The language in **bold type** is recommended by the Community College League and legal counsel (Liebert Cassidy Whitmore). The language in **regular type** is from current Riverside Community College District Policy 1011 titled Board of Trustees' Committee Bylaws adopted on October 19, 1999.

Date Adopted:

(Replaces current Riverside CCD Policy 1011)

BP 2305 ANNUAL ORGANIZATIONAL MEETING

Reference:

Education Code Section 72000(c)(2)(A)

~~Meetings of the Board~~

~~A. Annual Organization Meeting~~

The Board of Trustees shall hold an annual organizational meeting to elect a President (Chair), a Vice President (Vice Chair) and a Secretary of the Board, from its members. In a year in which a regular election for Board Members is conducted, the meeting shall be held within 15 days after the elected Board member(s) take office. In years in which no regular election for Board Members is conducted, the meeting shall be held during the same 15-day period on the calendar. The Chancellor of the District shall serve as Secretary/**Clerk** to the Board. Appointments shall be made to various committees and associations as may be deemed appropriate by the Board at this meeting.

The Board shall also conduct any other business it deems necessary at the annual organizational meeting.

NOTE: The language in **bold type** is recommended by the Community College League and legal counsel (Liebert Cassidy Whitmore). Language in regular type is from Current RCCD Regulation 1010, titled Legal Authority and Organization and adopted in July 1964 and amended on the following dates: May 7, 1975, November 6, 1984, May 16, 1995, and May 17, 2005

Date Adopted:

(This replaces, in part, current RCCD Regulation 1010.)

Riverside Community College District Policy

No. 2310

**Board of Trustees
DRAFT**

BP 2310 REGULAR MEETINGS OF THE BOARD

References:

Education Code Section 72000(d);
Government Code Sections 54952.2, 54953 et seq., and 54961

Regular meetings of the Board of Trustees shall be held *within the geographical boundaries of the District.*

Agendas for each meeting will be posted 72 hours prior to the meeting and shall remain posted until the day and time of the meeting. All regular meetings of the Board of Trustees shall be held within the boundaries of the District except in cases where the Board is meeting with another local agency or is meeting with its attorney to discuss pending litigation if the attorney's office is outside the District.

All regular and special meetings of the Board of Trustees shall be open to the public, be accessible to persons with disabilities, and otherwise comply with Brown Act provisions, except as required or permitted by law.

NOTE: *The language in **bold type** is recommended by the Community College League and legal counsel (Liebert Cassidy Whitmore).*

Date Adopted:

(This is a new policy recommended by the CC League and the League's legal counsel)

Riverside Community College District Policy

No. 2315
Board of Trustees
DRAFT

BP 2315 CLOSED SESSIONS

References:

Education Code Section 72122;
The Brown Act - Government Code Sections 54956.8, 54956.9, 54957,
54957.6;
and **Government Code Section** 11125.4

Closed sessions of the Board of Trustees shall only be held as permitted by applicable legal provisions including but not limited to the Brown Act, California Government Code and California Education Code. Matters discussed in closed session may include:

- **the appointment, employment, evaluation of performance, discipline or dismissal of a public employee;**
- **charges or complaints brought against a public employee by another person or employee, unless the accused public employee requests that the complaints or charges be heard in an open session. The employee shall be given at least twenty-four (24) hours written notice of the closed session.**
- **advice of counsel on pending litigation, as defined by law;**
- **consideration of tort liability claims as part of the District's membership in any joint powers agency formed for purposes of insurance pooling;**
- **real property transactions;**
- **threats to public security;**
- **review of the District's position regarding labor negotiations and giving instructions to the District's designated negotiator;**
- **discussion of student disciplinary action, with final action taken in public;**
- **conferring of honorary degrees;**
- **consideration of gifts from a donor who wishes to remain anonymous;**
- **to consider its response to a confidential final draft audit report from the Bureau of State Audits.**

The agenda for each regular or special meeting shall contain information regarding whether a closed session will be held and shall identify the topics to be discussed in any closed session in the manner required by law.

After any closed session, the Board of Trustees shall reconvene in open session before adjourning and shall announce any actions taken in closed session and the vote of every member present.

All matters discussed or disclosed during a lawfully held closed session and all notes, minutes, records or recordings made of such a closed session are confidential and shall remain confidential unless and until required to be disclosed by action of the Board of Trustees or by law.

~~❖ From current RCCD Regulation 1010 titled Legal Authority and Organization~~

G. Closed Sessions

~~The Board may hold closed sessions as follows:~~

- ~~1. With its negotiator prior to the purchase, sale, exchange, or lease of real property by or for the District to grant authority to its negotiator regarding price and terms of payment. Prior to the closed session, the Board shall hold an open and public session in which it identifies the real property(ies) concerned and the person(s) with whom its negotiator may negotiate. (G.C. 54956.8)~~
- ~~2. Based on advice of its legal counsel to confer with, or receive advice from, its legal counsel regarding pending litigation when discussion in open session concerning these matters would prejudice the position of the District in the litigation. Prior to the closed session, the Board shall set forth on the agenda or publicly announce the statute that authorizes this session. (G.C. 54956.9)~~
- ~~3. With the Attorney General, District Attorney, Sheriff or Chief of Police, or their deputies, on matters posing a threat to the security of District's facilities or a threat to the public's right of access to District facilities, or from holding closed sessions during a regular or special meeting to consider the appointment, employment, evaluation of performance, or dismissal of a public employee or to hear complaints or charges brought against the employee by another person or employee unless the employee requests a public session. (G.C. 54956.95)~~
- ~~4. With the District's designated representatives regarding the salaries, salary schedules, or compensation paid in the form of fringe benefits of its represented and unrepresented employees, and, for represented employees, and, for unrepresented employees, any other matter within the statutorily provided scope of representation. Such sessions shall be for the purpose of reviewing its position and instructing the District's designated representatives. Such sessions may take place prior to and during consultation and discussions with representatives of employee organizations and unrepresented employees. Such sessions with designated representatives regarding salaries, salary schedules, or compensation paid in the form of benefits may include discussion of the District's available funds and funding~~

~~priorities, but only insofar as these discussions relate to providing instructions to the designated representative. (G.C. 54957.6)~~

- ~~5. To consider the conferring of honorary degrees or to consider gifts from a donor who wants to remain anonymous. (E.C. 72122)~~

~~The Board shall, unless a request has been made by the student, parent or guardian, in case of a minor, hold closed sessions if the Board is considering the suspension of, or disciplinary action or any other action in connection with any student of the District, if a public hearing upon the question would lead to the giving out of information concerning students which would be in violation of state or federal law regarding the privacy of student records. (E.C. 72122)~~

NOTE: The language in **bold type** is recommended by the Community College League and legal counsel (Liebert Cassidy Whitmore). The language in regular type is from current RCCD Regulation 1010, titled Legal Authority and Organization and adopted in July 1964 and amended on the following dates: May 7, 1975, November 6, 1984, May 16, 1995, and May 17, 2005

Date Adopted:

(This replaces, in part, current RCCD Regulation 1010)

Riverside Community College District Policy

No. 2320

**Board of Trustees
DRAFT**

BP 2320 SPECIAL, EMERGENCY AND ADJOURNED MEETINGS

References:

Education Code Section 72129;
Government Code Sections 54956, 54956.5, and 54957

Special meetings may from time to time be called by the President of the Board of Trustees or by a majority of the members of the Board. Notice of such meetings shall be posted at least 24 hours before the time of the meeting, and shall be noticed in accordance with the Brown Act. No business other than that included in the notice may be transacted or discussed.

Emergency meetings may be called by the President of the Board when prompt action is needed because of actual or threatened disruption of public facilities under such circumstances as are permitted by the Brown Act, including work stoppage, crippling disasters, and other activity that severely impairs public health or safety.

No closed session shall be conducted during an emergency meeting, except as provided for in the Brown Act to discuss a dire emergency.

Meetings of the Board may be adjourned and re-adjourned at a later date.

The Chancellor shall be responsible to ensure that notice of such meetings is provided to the local news media as required by law.

NOTE: *The language in **bold type** is recommended by the Community College League and legal counsel (Liebert Cassidy Whitmore).*

Date Adopted:

(This is a new policy recommended by the CC League and the League's legal counsel)

Riverside Community College District Policy

No. 2330

**Board of Trustees
DRAFT**

BP 2330 QUORUM AND VOTING

References:

Education Code Sections **70902(b)(13)**, 72000(d)(3), 81310 et seq., 81365, **81379**, **81430-81433**, **81470-81474**, **81510 and 81511**;
Government Code Section 53094;
Code of Civil Procedure Section 1245.240
Title 5, Section 58307

A quorum of the Board shall consist of a simple majority of the members.

All motions will be passed by majority vote of all the membership constituting the governing board, **except as noted below.**

No action shall be taken by secret ballot.

The following actions require a two-thirds majority vote of all members of the Board of Trustees:

- **Resolution of intention to sell or lease real property (except where a unanimous vote is required);**
- **Resolution of intention to dedicate or convey an easement;**
- **Action to declare the District exempt from the approval requirements of a planning commission or other local land use body;**
- Transfer of District funds from reserve for contingencies to any expenditure classification.
- Lease of District real property for a term not exceeding three months having a residence thereon, which cannot be developed for District purposes because of the unavailability of funds.
- Resolution of intention to exchange District real property for the real property of another person or private business.
- **Resolution to condemn real property.**
- As may be otherwise required by law.

The following actions require a unanimous vote of all members of the Board of Trustees:

- ***Resolution authorizing the sale***, exchange, grant or quitclaim **of** all or any interest in, or lease, to another public entity for a term not exceeding 99 years, of District real property not needed for classroom purposes.

- Sale of District personal property not needed for school purposes and the value of which does not exceed ~~\$5,000~~ \$2,500.
- Exchange of District real property to settle a dispute with adjacent owner of real property.
- **Resolution to enter into and be a party to a** community lease for the extraction and taking of gas, not associated with oil, from real property owned by the District and other parties.
- As may be otherwise required by law.

~~❖ From current RCCD Regulation 1010 titled Legal Authority and Organization~~

~~I. Quorum~~

~~Three members present will constitute a quorum for the transaction of business, except as otherwise provided **below** by Article I. J. below. (E.C. 72000)~~

~~J. Voting Requirements Other Than a Majority Vote~~

~~A two-thirds vote of all the membership constituting the Board is required with respect to the following:~~

- ~~1. Transfer of District Funds from reserve for contingencies to any expenditure classification. (C.C.R. 58307)~~
- ~~2. Declaration of intent to sell or lease District real property if public bidding procedure is required. (E.C. 81365)~~
- ~~3. Lease of District real property for a term not exceeding three months having a residence thereon, which cannot be developed for District purposes because of the unavailability of funds. (E.C. 81379)~~
- ~~4. Exchange of District real property for real property of another person. (E.C. 81471).~~
- ~~5. As may be otherwise required by law.~~

~~A unanimous vote of all the membership constituting the Board is required with respect to the following:~~

- ~~1. Sell, exchange, grant or quitclaim all or any interest in, or lease, to another public entity for a term not exceeding 99 years, District real property not needed for classroom purposes. (E.C. 81430, 81432)~~

- ~~2. Sale of District personal property not needed for school purposes and the value of which does not exceed \$2,500. (E.C. 81452)~~
- ~~3. Exchange of District real property to settle a dispute with adjacent owner of real property. (E.C. 81481)~~
- ~~4. Community Lease for the extraction and taking of gas, not associated with oil, from real property owned by District and other parties. (E.C. 81510, 81511).~~
- ~~5. As may be otherwise required by law.~~

NOTE: The language in **bold type** is recommended by the Community College League and legal counsel (Liebert Cassidy Whitmore). The language in regular type is from current Riverside Community College District Regulation 1010 titled Legal Authority and Organization approved on May 17, 2005. The language in **bold italic type** is provided by RCCD staff.

Date Adopted:

(This replaces, in part, current RCCD Regulation)

Riverside Community College District Policy

No. 2340
Board of Trustees
DRAFT

BP 2340 AGENDAS

References:

Education Code Sections 72121 and 72121.5;
Government Code Sections 6250 et seq. and 54954 et seq.

~~Agenda Posting; Action on Other Matters~~

At least 72 hours before a regular meeting, an agenda shall be posted containing a brief general description of each item of business to be transacted or discussed. The agenda shall specify the time and location of the regular meeting and shall be posted in a location that is freely accessible to members of the public. The agenda shall be prepared by the Chancellor of the District, or his designee, **in consultation with the Board of Trustees President**. ~~Proposed agenda items are to be submitted to the Chancellor of the District three weeks before the regular Board meetings.~~
(G.C. 54954.2)

No action or discussion shall be taken on any item not appearing on the posted agenda, except that Board Members may briefly respond to statements made or questions posed by persons exercising their public testimony rights. In addition, on their own initiative, or in response to questions posed by the public, a Board Member, or District administrative personnel (Staff), may ask a question for clarification, make a brief announcement, or make a brief report on his or her own activities. Furthermore, a Board Member, or the Board, may provide a reference to Staff or other resources for factual information, request Staff to report back to the Board at a subsequent meeting concerning any matter or take action to direct Staff to place a matter, of business on a future agenda. (G.C. 54954.2)

Notwithstanding the foregoing, the Board may take action on items of business not appearing on the posted agenda under any of the conditions stated below. Prior to discussing any such item, the Board shall publicly identify the item. (G.C. 54954.2)

1. Upon a determination by a majority vote that an emergency situation exists as defined in **Administrative Procedure 2320**. ~~I.F. above.~~
2. Upon a determination by two-thirds vote, or if less than two-thirds of the Members are present, a unanimous vote of those Members present, that there is a need to take immediate action and that the need for action came to the attention of the District subsequent to the agenda being posted.

3. The item was posted as provided above for a prior meeting occurring not more than 5 calendar days prior to the date action is taken on the item, and at the prior meeting the item was continued to the meeting at which action is being taken.

The order of business may be changed by consent of the Board.

The Chancellor shall establish administrative procedures that provide for public access to agenda information and reasonable annual fees for the service.

Members of the public may place matters directly related to the business of the District on an agenda for a Board meeting *in accordance with Administrative Procedure 2345 – Public and Employee Participation at Board Meetings*. The Board reserves the right to consider and take action in closed session on items submitted by members of the public as permitted or required by law.

NOTE: *The language in regular type is from current Riverside Community College District Regulation 1010 titled Legal Authority and Organization approved on May 17, 2005. The language in **bold type** is recommended by the Community College League and legal counsel (Liebert Cassidy Whitmore). The language in **bold italic type** is provided by RCCD staff.*

Date Adopted:

(This replaces, in part, current RCCD Regulation 1010)

Riverside Community College District Policy

No. 2355
Board of Trustees
DRAFT

BP 2355 DECORUM AT BOARD MEETINGS

References:

Education Code Section 72121.5;
Government Code Section 54954.3(b)

The following *situations that occur at any open, agendized meeting of the Board of Trustees* will be ruled out of order by the presiding officer:

- Remarks or discussion in public meetings on charges or complaints which the Board of Trustees has scheduled to consider in closed session;
- Profanity, obscenity, and other offensive language; and
- Physical violence and/or threats of physical violence directed towards any person or property.

In the event that any meeting is willfully interrupted by the actions of one or more persons so as to render the orderly conduct of the meeting unfeasible, the person(s) may be removed from the meeting room.

Speakers who engage in such conduct may be removed from the podium and denied the opportunity to speak to the Board of Trustees for the duration of the meeting.

Before removal, a warning and a request that the person(s) curtail the disruptive activity will be made by the President of the Board of Trustees. If the behavior continues, the person(s) may be removed by a vote of the Board of Trustees, based on a finding that the person is violating this policy, and that such activity is intentional and has substantially impaired the conduct of the meeting.

If order cannot be restored by the removal in accordance with these rules of individuals who are willfully interrupting the meeting, the Board of Trustees may order the meeting room cleared and may continue in session. The Board of Trustees shall only consider matters appearing on the agenda. Representatives of the press or other news media, except those participating in the disturbance, shall be allowed to attend any session held pursuant to this rule.

NOTE: *The language in **bold type** is recommended by the Community College League and legal counsel (Liebert Cassidy Whitmore).*

Date Adopted:

(This is a new policy recommended by the CC League and the League's legal counsel)

Riverside Community College District Policy

No. 2360
Board of Trustees
DRAFT

BP 2360 MINUTES

References:

Education Code Section 72121(a);
Government Code Section 54957.5

The Chancellor shall cause minutes to be taken of all meetings of the Board of Trustees. The minutes shall record all actions taken by the Board of Trustees. The minutes shall be public records and shall be available to the public. If requested, the minutes shall be made available in appropriate alternative formats so as to be accessible to persons with a disability.

***NOTE:** The language in **bold type** is recommended by the Community College League and legal counsel (Liebert Cassidy Whitmore).*

Date Adopted:

(This is a new policy recommended by the CC League and the League's legal counsel)

Riverside Community College District Policy

No. 2365
Board of Trustees
DRAFT

BP 2365 RECORDING

References:

Education Code Section 72121(a);
Government Code Sections 54953.5 and 54953.6

If the Board of Trustees causes any tape or video recording of a meeting, the recording shall be subject to inspection by members of the public in accordance with the California Public Records Act, Government Code Sections 6250 et seq. The Chancellor is directed to enact administrative procedures to ensure that any such recordings are maintained for at least thirty days following the taping or recording.

Persons attending an open and public meeting of the Board of Trustees may, at their own expense, record the proceedings with an audio or video tape recording or a still or motion picture camera or may broadcast the proceedings. However, if the Board of Trustees finds by a majority vote that the recording or broadcast cannot continue without noise, illumination, or obstruction of view that constitutes or would constitute a persistent disruption of the proceedings, any such person shall be directed by the President of the Board to stop.

NOTE: *The language in **bold type** is recommended by the Community College League and legal counsel (Liebert Cassidy Whitmore).*

Date Adopted:

(This is a new policy recommended by the CC League and the League's legal counsel)

Riverside Community College District Policy

No. 2432

**Board of Trustees
DRAFT**

BP 2432 CHANCELLOR SUCCESSION

References:

Education Code Sections 70902(d) and 72400;
Title 5 Section 53021(b)

The Board of Trustees delegates authority to the Chancellor to appoint an acting Chancellor to serve in his or her absence for short periods of time, not to exceed *thirty (30) calendar days* at a time.

The Board of Trustees shall appoint an acting Chancellor for periods exceeding *thirty (30) calendar days*.

In the absence of the Chancellor and when an acting Chancellor has not been named, administrative responsibility *may be designated to one of the following positions*:

- *Vice Chancellor, Academic Affairs*
- *Vice Chancellor, Administration and Finance*
- *Vice Chancellor, Student Services/Operations*

NOTE: The language in **bold type** is recommended by the Community College League and legal counsel (Liebert Cassidy Whitmore). Language in **bold italic type** is provided by RCCD staff.

Date Adopted:

(This is a new policy recommended by the CC League and the League's legal counsel)

Riverside Community College District Policy

No. 2610

**Board of Trustees
DRAFT**

**BP 2610 PRESENTATION OF INITIAL COLLECTIVE BARGAINING
PROPOSALS**

Reference:

Government Code Section 3547

The Chancellor is directed to enact administrative procedures that assure compliance with the requirements of Government Code Section 3547 regarding the presentation to the Board of Trustees of initial proposals for collective bargaining.

Collective bargaining begins when either an exclusive representative or the District itself presents an initial proposal for consideration.

NOTE: *The language in **bold type** is recommended by the Community College League and legal counsel (Liebert Cassidy Whitmore).*

Date Adopted:

(This is a new policy recommended by the CC League and the League's legal counsel)

Riverside Community College District Policy

No. 2716
Board of Trustees
DRAFT

BP 2716 POLITICAL ACTIVITY

References:

Education Code Sections 7054 and 7056;
Government Code Section 8314

Members of the Board of Trustees shall not use District funds, services, supplies or equipment to urge the passage or defeat of any ballot measure or candidate, including, but not limited to, any candidate for election to the Board of Trustees.

Initiative or referendum measures may be drafted on an area of legitimate interest to the District. The Board of Trustees may by resolution express the Board's position on ballot measures. Public resources may be used only for informational efforts regarding ballot measures.

***NOTE:** The language in **bold type** is recommended by the Community College League and legal counsel (Liebert Cassidy Whitmore).*

Date Adopted:

(This is a new policy recommended by the CC League and the League's legal counsel)

Riverside Community College District Policy

No. 2717

**Board of Trustees
DRAFT**

BP 2717 PERSONAL USE OF PUBLIC RESOURCES

References:

Government Code Section 8314;
Penal Code Section 424

No Board of Trustees member shall use or permit others to use public resources, except that which is incidental and minimal, for personal purposes or any other purpose not authorized by law.

***NOTE:** The language in **bold type** is recommended by the Community College League and legal counsel (Liebert Cassidy Whitmore).*

Date Adopted:

(This is a new policy recommended by the CC League and the League's legal counsel)

Riverside Community College District Policy

No. 2720
Board of Trustees
DRAFT

BP 2720 COMMUNICATIONS AMONG BOARD MEMBERS

Reference:

Government Code Section 54952.2

Members of the Board of Trustees shall not communicate among themselves by the use of any form of communication (e.g., personal intermediaries, e-mail, or other technological device) in order to reach a collective concurrence regarding any item that is within the subject matter jurisdiction of the Board of Trustees.

NOTE: *The language in **bold type** is recommended by the Community College League and legal counsel (Liebert Cassidy Whitmore).*

Date Adopted:

(This is a new policy recommended by the CC League and the League's legal counsel)

Riverside Community College District Policy

No. 2730
Board of Trustees
DRAFT

BP 2730 HEALTH AND WELFARE BENEFITS

Reference:

Government Code Section 53201

Members of the Board of Trustees shall be permitted to participate in the District's health and welfare benefits program, which includes medical, dental and life insurance. The District shall pay the premiums for said benefits as long as the individual is an active member of the Board.

Former members of the Board of Trustees may continue to participate in the District's health benefits programs upon leaving the Board if the following criteria are met: the member must have begun service on the Board of Trustees after January 1, 1981; the member must have been first elected to the Board before January 1, 1995; and the member must have served at least 12 years, and who agree to and do pay the full costs of the health benefits. All other former Board of Trustees members may continue to participate in the District's health benefits programs on a self-pay basis.

NOTE: The language in **bold type** is recommended by the Community College League and legal counsel (Liebert Cassidy Whitmore).

Date Adopted:

(This is a new policy recommended by the CC League and the League's legal counsel)

Riverside Community College District Policy

No. 2735
Board of Trustees
DRAFT

BP 2735 BOARD MEMBER TRAVEL

Reference:

Education Code Section 72423

All Board members shall make every effort to attend state and local conferences and other activities specifically provided for Trustees, and shall notify the Chancellor's office of their intention to travel to said conferences/activities.

Travel expenses will be paid by the District whenever a Board member travels as a representative the Board and/or performs services directed by the Board.

Reimbursement for travel expenses shall be in accordance with Administrative Procedure 6900.

NOTE: *The language in **bold type** is recommended by the Community College League and legal counsel (Liebert Cassidy Whitmore).*

Date Adopted:

(This is a new policy recommended by the CC League and the League's legal counsel)

BP 2745 BOARD SELF-EVALUATION

References:

Accreditation Standards IV.B.1.e and g

The Board of Trustees is committed to assessing its own performance as a Board in order to identify its strengths and areas in which it may improve its functioning.

As the District's elected body, the Board of Trustees recognizes that it has a fiduciary responsibility to meet the learning needs of those who might benefit from the District's programs in the communities it serves.

To that end, the Board of Trustees has established the following process:

To assess whether it is effective in meeting this fiduciary responsibility, the Board adopts a Board Effectiveness approach to guide its self-assessment process. The approach is grounded in four key principles:

- A. **Learner Centeredness:** The Board recognizes its fiduciary responsibility to meet learner needs and act in the interest of learners in the communities served by the District.
- B. **Continuous Assessment:** Particularly in terms of rapid change, organizations must continuously assess their effectiveness to maintain and improve their alignment with environmental trends and changing learner needs. As a consequence, the Board agrees to continuously assess and review its effectiveness and that of the institution.
- C. **Evidence Based Assessment.** The Board commits to open, evidence-based institutional and community dialogue.
- D. **Commitment to Act:** The Board agrees to act on its assessments to improve both Board and institutional effectiveness.

In keeping with these principles the Board of Trustees establishes a continuous ~~quarterly~~ self-assessment process to both consider its effectiveness and model its commitment to continuous improvement, **and said process will be conducted no less than annually**. The process is intended to assist the Board in the assessment of its performance as a whole body. It is not intended to evaluate or assess the performance of individual Board members.

Initially, the Board will review and discuss its record of performance periodically in open session. Staff will inventory and assist the Board in the preparation of its record. Dialogue will be structured around the following seven dimensions of Board Effectiveness. It is anticipated that the Board will calendar discussions regarding a specific set of the dimensions each year. More formal measurement tools may be incorporated into the process over time.

- A. **Commitment to Learners:** The Board assesses its role in ensuring that the focus remains on the learner and that processes are in place to maintain that focus. For example, the Board might discuss its use of institutional and student research and its efforts to encourage inquiry about learner populations that may not be adequately served by the District.
- B. **Constituency Interface:** The Board assesses its constituency interface by discussing its relationship with District constituencies. Questions might include: What mechanisms and processes are in place for the Board to listen to, respond to, and communicate with its constituency? Do the mechanisms and processes promote input from diverse interests? How should the Board represent and advocate for the District in the community?
- C. **Community College System Interface:** The Board assesses its Community College System interface by evaluating its interaction with the California Community College System and other community college organizations. Questions might include: Does the Board engage in activities to support the District's position within the system? What are the appropriate advocacy roles to be played – learner advocacy, college advocacy?
- D. **Economic/Political System Interface:** The Board assesses its economic and political system interface by assessing its interaction with local, state and federal economic and political processes, institutions and personnel. Here questions might include: How does, and should, the Board advocate District interest and learner interests to local, state and federal government agencies and legislators?
- E. **District Policy Leadership:** The Board assesses policy leadership by examining its role in the District policy process. Questions might include: What is the appropriate role of the Board in addressing issues confronted by the District and learners? What issues occupy the attention of the board? What is the relationship of the issues to the District's mission? Was the Board appropriately engaged in defining the District's mission, strategies, and goals? Is the Board informed of and appropriately engaged in the setting of District policies?
- F. **Management Oversight:** The Board assesses its management oversight primarily through the assessment of its relationship with the Chancellor and

senior administrative staff. Therefore, much of this conversation is reflected in the Board's Chancellor assessment process.

- G. Process Guardianship: The Board assesses its role in assuring that the District engages in appropriate budgeting, planning, institutional assessment and other processes. If it desired, the Board could discuss its own structure, policies, practices and procedures.

Date Adopted: May 15, 2007

Revised:

(Replaces Policy 1044)

Riverside Community College District Policy

No. 4050

**Academic Affairs
DRAFT**

BP 4050 ARTICULATION

References:

Title 5 Sections 51022(b); Education Code Sections 66720-66744

Recognizing the importance of supporting the articulation of courses between the Riverside Community College District (**RCCD**) and **secondary education institutions**, ~~area high school districts, and the Regional Occupational Programs,~~ the Board of Trustees endorses and supports a process through which high school students are provided the opportunity to earn college credit for articulated courses thereby permitting a smooth transition from **secondary to post secondary education** ~~school to college.~~

The Chancellor shall establish procedures that assure appropriate articulation of the District's educational programs with proximate **secondary education institutions** ~~high schools~~ and baccalaureate institutions.

The procedures also may support articulation with institutions, including, **but not limited to**, other community colleges and **secondary education institutions** ~~those that~~ are not geographically proximate, **resulting in** ~~but that~~ are appropriate and advantageous for partnerships with **RCCD**. ~~the District.~~

Date Adopted: May 15, 2007

Revised:

(Replaces Policy 5110)

MINUTES OF THE BOARD OF TRUSTEES
TEACHING AND LEARNING COMMITTEE MEETING
OF AUGUST 12, 2008

Vice Chairperson Green called the committee to order at CALL TO ORDER
6:00 p.m., in Student Services 101, Moreno Valley
Campus.

Committee Members Present

Mrs. Janet Green, Vice Chairperson
Ms. Mary Figueroa, President, Board of Trustees
Ms. Virginia Blumenthal, Vice President, Board of Trustees
(arrived at 6:15 p.m.)
Mr. Mark Takano, Member, Board of Trustees (arrived at 6:33 p.m.)
Dr. Debbie DiThomas, Interim Vice Chancellor, Student
Services and Operations
Dr. Ray Maghroori, Vice Chancellor, Academic Affairs
Mr. Joe Eckstein, CTA Representative, Norco Campus
Mr. Gustavo Segura, CSEA Representative, Moreno Valley Campus

Resource Persons Present

Dr. Irv Hendrick, Interim Chancellor
Dr. Brenda Davis, President, Norco Campus
Dr. Monte Perez, President, Moreno Valley Campus
Ms. Chris Carlson, Chief of Staff
Mr. Jim Parsons, Associate Vice Chancellor, Public Affairs
and Institutional Advancement
Dr. Cordell Briggs, Interim Dean, Public Safety Education
and Training
Ms. Becky Elam, Vice President, Business Services,
Riverside City College
Mr. Ron Vito, Vice President, Career and Technical Programs
Ms. Natalie Hannum, Director, Fire Technology, Ben Clark Training Center
Ms. Renee Kimberling, District Director, Health Services
Mr. David Kroh, Director, Law Enforcement, Ben Clark Training Center
Ms. Adriene Blayton, Health Services Supervisor, Norco Campus
Ms. Clara Garibay, Health Services Supervisor,
Riverside City College
Ms. Sue Tarcon, Health Services Supervisor,
Moreno Valley Campus
Ms. Jeanette Tupper-Shearer, College Nurse, Evening,
Riverside City College

Guests Present

Mr. Aaron Brown, Interim Vice Chancellor, Administration and Finance
Mr. Art Alcaraz, Director, Diversity and Human Resources
Mr. Mark Lyons, Director, Regional Occupational Program,
San Bernardino County Superintendent of Schools
Lieutenant Scott Madden, Riverside County Sheriff's Department

The agenda was amended to consider item 4 first.

AGENDA AMENDED

Mr. Vito and Mr. Lyons presented the committee with an overview of the sequencing plans of the Colton-Redlands-Yucaipa and San Bernardino County Regional Occupational Programs. Education Code requires that these plans be reviewed by community college governing boards at a public session, however they do not require any approval action. Discussion followed.

REGIONAL OCCUPATIONAL
PROGRAM COURSE SEQUENCING
PLAN

Dr. Maghroori and Mr. Vito led the committee review of a memorandum of understanding to work collaboratively to fulfill the work plan of the Career Technical Education (CTE) Community Collaborative Grant that will be presented for Board approval at the August 19th regular meeting. Discussion followed.

MEMORANDUM OF UNDERSTAND-
ING WITH CORONA-NORCO
UNIFIED SCHOOL DISTRICT

Dr. Briggs, along with staff from the Ben Clark Training Center, presented an overview on the Public Safety Education and Training Programs at the Training Center. Discussion followed.

A CRITICAL ASSESSMENT OF THE
PUBLIC SAFETY EDUCATION AND
TRAINING PROGRAM

Ms. Kimberling presented an update on the District's Health Services and introduced the staff at all three campuses. Discussion followed.

DISTRICT STUDENT HEALTH
SERVICES

The committee adjourned the meeting at 7:31 p.m.

ADJOURNED

MINUTES OF THE BOARD OF TRUSTEES
PLANNING COMMITTEE MEETING OF AUGUST 12, 2008

Chairperson Green called the committee to order at 7:32 p.m., in Student Services 101, Moreno Valley Campus.

CALL TO ORDER

Committee Members Present

Mrs. Janet Green, Committee Chairperson
Mr. Mark Takano, Vice Chairperson
Ms. Mary Figueroa, President, Board of Trustees
Ms. Virginia Blumenthal, Vice President, Board of Trustees
Dr. Ray Maghroori, Vice Chancellor, Academic Affairs
Mr. Joe Eckstein, CTA Representative, Norco Campus
Mr. Gustavo Segura, CSEA Representative, Moreno Valley Campus

Resource Persons Present

Dr. Irv Hendrick, Interim Chancellor
Dr. Brenda Davis, President, Norco Campus
Dr. Monte Perez, President, Moreno Valley Campus
Ms. Chris Carlson, Chief of Staff
Mr. Jim Parson, Associate Vice Chancellor, Public Affairs and Institutional Advancement
Ms. Becky Elam, Vice President, Business Services, Riverside City College

Guests Present

Mr. Aaron Brown, Interim Vice Chancellor, Administration and Finance
Dr. Debbie DiThomas, Vice Chancellor, Student Services and Operations
Mr. Brent T. Miller, AIA, Principal, Harley Ellis Devereaux

Dr. Davis and Mr. Miller, from Harley Ellis Devereaux, led the committee review of the final design and budget for the project that will be presented to the Board for approval at the August 19th regular meeting. Discussion followed.

NORCO STUDENT SUPPORT CENTER
PROJECT – PROJECT/BUDGET
APPROVAL

The committee adjourned the meeting at 8:02 p.m.

ADJOURNMENT

MINUTES OF THE BOARD OF TRUSTEES
RESOURCES COMMITTEE MEETING OF AUGUST 12, 2008

Chairperson Takano called the committee to order at 8:15 p.m. in Student Services 101, Moreno Valley Campus.

CALL TO ORDER

Committee Members Present

Mr. Mark Takano, Chairperson
Ms. Virginia Blumenthal, Vice Chairperson
Ms. Mary Figueroa, President, Board of Trustees
Ms. Janet Green, Secretary, Board of Trustees
Mr. Aaron Brown, Associate Vice Chancellor, Finance
Ms. Tamara Caponetto, CSEA Representative, Norco Campus
Mr. Joe Eckstein, CTA Representative, Norco Campus

Resource Persons Present

Dr. Irving Hendrick, Interim Chancellor
Dr. Brenda Davis, President, Norco Campus
Dr. Monte Perez, President, Moreno Valley Campus
Ms. Chris Carlson, Chief of Staff
Mr. Jim Parsons, Associate Vice Chancellor, Public Affairs and Institutional Advancement
Ms. Becky Elam, Vice President, Business Services, Riverside City College
Mr. Art Alcaraz, Director, Diversity and Human Resources
Mr. Rick Hernandez, Director, Capital Planning, Facilities Planning, Design and Construction
Dr. Mike Webster, Consultant, Facilities and Planning

Guest(s) Present

Dr. Debbie DiThomas, Interim Vice Chancellor, Student Services and Operations
Dr. Ray Maghroori, Vice Chancellor, Academic Affairs

Mr. Hernandez led the committee review of the amendment to a design services agreement for the center that will be brought to the Board for approval at the August 19th regular meeting. Discussion followed.

NORCO STUDENT SUPPORT
CENTER – DESIGN SERVICES
AGREEMENT/AMENDMENT –
HARLEY ELLIS DEVEREAUX

Mr. Hernandez led the committee consideration of the expenditure of project funds for a construction management agreement, including a provision that staff may extend the end date of the agreement without additional compensation, that will be brought to the Board for approval at the regular meeting on August 19th. Discussion followed.

Mr. Hernandez explained that a change order for the project will be presented to the Board for approval on August 19th. Discussion followed.

This item was withdrawn from consideration at this time.

Dr. Webster led the committee review of a resolution declaring an emergency for the repair and replacement of electrical service for the Bradshaw Building that will be presented to the Board for approval on the 19th, along with a request to use Measure “C” funds for the project. Discussion followed.

Dr. Webster indicated that a change order will be brought to the Board for their consideration at the August 19th regular meeting, along with a request for the use of Measure “C” funds for the change order. Discussion followed.

Mr. Brown presented an update on the 2008-2009 budget process. Discussion followed.

The committee adjourned the meeting at 8:45 p.m.

NORCO STUDENT SUPPORT CENTER – MULTIPLE PRIME CONSTRUCTION MANAGEMENT AGREEMENT – PROWEST CONSTRUCTORS, INC.

PHASE III – NORCO/INDUSTRIAL TECHNOLOGY PROJECT – CHANGE ORDERS

RIVERSIDE NURSING/SCIENCES BUILDING PROJECT – CONSTRUCTION MANAGEMENT AGREEMENT – PROWEST CONSTRUCTORS, INC.

BRADSHAW EMERGENCY ELECTRICAL SERVICE REPAIR PROJECT – BUDGET APPROVAL – RESOLUTION NO. 2-08/09

QUADRANGLE MODERNIZATION PROJECT – CHANGE ORDER NO. 8

BUDGET UPDATE

ADJOURNMENT

MINUTES OF THE BOARD OF TRUSTEES
GOVERNANCE COMMITTEE MEETING OF AUGUST 12, 2008

Chairperson Blumenthal called the committee to order at CALL TO ORDER
8:46 p.m., in Student Services 101, Moreno Valley
Campus.

Committee Members Present

Ms. Virginia Blumenthal, Committee Chairperson
Ms. Mary Figueroa, President, Board of Trustees
Ms. Janet Green, Secretary, Board of Trustees
Mr. Mark Takano, Member, Board of Trustees

Resource Persons Present

Dr. Irving G. Hendrick, Interim Chancellor
Dr. Monte Perez, President, Moreno Valley Campus
Ms. Chris Carlson, Chief of Staff
Mr. Jim Parsons, Associate Vice Chancellor, Public Affairs and
Institutional Advancement
Ms. Becky Elam, Vice President, Business Services,
Riverside City College
Dr. Gaither Loewenstein, Vice President, Education Services,
Norco Campus
Ms. Ruth Adams, Esq., Director, Contracts, Compliance and Legal Services

Guests Present

Dr. Debbie DiThomas, Interim Vice Chancellor, Student Services
and Operations
Dr. Ray Maghroori, Vice Chancellor, Academic Affairs
Mr. Aaron Brown, Associate Vice Chancellor, Finance

Ms. Adams led the committee review of Policies 2010,
2015, 2100, 2110, 2210, 2220, 2305, 2310, 2315, 2320,
2330, 2340, 2355, 2360, 2365, 2432, 2610, 2716, 2717,
2720, 2730, 2735, 2745, and 4050 that will be brought to
the Board for first reading at the August 19th regular
meeting. Discussion followed.

REVISED BOARD POLICIES – FIRST
READING

Dr. Hendrick led the committee review of the report
indicating that the recommendations will be brought to the
Board for approval at the regular meeting on the 19th.
Discussion followed.

PERIODIC REPORT ON RIVERSIDE
COMMUNITY COLLEGE DISTRICT
ORGANIZATION

The committee adjourned the meeting at 9:47 p.m.

ADJOURNED

RIVERSIDE COMMUNITY COLLEGE DISTRICT
BUSINESS FROM BOARD MEMBERS

Report No: X-B

DATE: September 16, 2008

Subject: Naming of the Digital Library and Learning Resource Center

Background: In 2002, a nomination to name the Digital Library and Learning Resource Center located on the Riverside City College campus in honor of Salvatore G. Rotella was submitted to the District Facilities Naming and Recognition Committee. After the required waiting period, the Committee reviewed the nomination in June 2003 and voted to send forward its recommendation for approval to the Board of Trustees for consideration at such time as Dr. Rotella announced his retirement from Riverside Community College District. Chancellor Emeritus Rotella retired on June 30, 2007. Therefore, the requisite one-year period as stipulated in Board Policy 7070 and Administrative Regulation (Policy 7070) IV.D.1.d has passed.

Recommended Action: Board consideration is requested to approve the naming of the Digital Library and Learning Resource Center in honor of Chancellor Emeritus Rotella; the Committee recommends that the building be named "The Salvatore G. Rotella Digital Library and Learning Resource Center."

Irving G. Hendrick
Interim Chancellor

Prepared by: Jim Parsons
Associate Vice Chancellor
Public Affairs & Advancement
Co-Chair, District Facilities Naming and Recognition Committee

**RECOGNITION COMMITTEE
2002-2003**

ROSTER

Gilbert Jimenez, Co-Chair

Virginia MacDonald, Co-Chair

Daria Burnett

Mary Chavez

Marie Colucci

Pat George

Glenn Hunt

Maha Ibrahim

Jim Morrison

Jim Parsons

Jam Schall

Aan Tan

15549 Prairie Way
Riverside, CA 92508

August 21, 2001

Virginia MacDonald
Riverside Community College
4800 Magnolia Avenue
Riverside, CA 92506-1299

Dear Virginia:

The College is embarking on the monumental project of building its Digital Library. This building will stand out among the many beautiful structures we have on the Riverside Campus. It is only fitting that we should begin the process of naming the Digital Library after someone whose leadership has had a significant impact on RCC.

I ask that the name of Salvatore Rotella, President of the College, be considered in this capacity.

Sincerely,



Mark A. Takano

RECEIVED JUL 08 2002
RECEIVED JUL 08 2002

———— Riverside Community College ————
MARTIN LUTHER KING, JR. LIBRARY

DATE: June 24, 2002

TO: Facilities Naming Committee

FROM: Cecilia Wong, Dean, Library/Learning Resources
Marie Colucci, Associate Professor, Nursing *mc*
Nate DeFrancisco, Assistant to the President *NDF*
Jim Morrison, Associate Professor, Biology *J.M.*
Terry Shaw, Associate Professor, Biology

RE: Digital Library/Learning Resources Center

MARTIN LUTHER KING, JR. LIBRARY

We, as a group, would like to recommend that the new library be named: Dr. Salvatore G. Rotella Digital Library and Learning Resources Center. (The present library building, with phase II completion, will continue to honor Dr. King, as it will be named the Dr. Martin Luther King, Jr. Technology Center). Due to Dr. Rotella's vision and efforts the dream is becoming a reality. Dr. Rotella's vision is always focused on the students of whom many have previously been underserved by higher education. With this focus, Dr. Rotella has been instrumental in the creation of such programs as Passport to College, which enhances the educational progress of our community. The promise of a college education made to the district's 5th graders will be fulfilled to an even great degree than anticipated, as they begin their college careers with the availability of this state of the art Digital Library and Learning Resources Center. His efforts have been phenomenal, and include innumerable meetings, by phone, or campus, across the state, and beyond, which represent many, many miles and days.

We would like to honor Dr. Rotella in this way, for his dedication to the dream, his investment and hard work and his determination. It is fitting that this new building bears the name of Dr. Rotella, since it is through the efforts of dreamers and thinkers like him that a community resource as valuable as this new Digital Library and Learning Resources Center will become a reality.

RIVERSIDE COMMUNITY COLLEGE DISTRICT

NAMING OF FACILITIES

Buildings and facilities shall generally be named in a manner descriptive of their basic functions. Only in very unusual circumstances shall an individual's name be used. However, in case of a unique, extraordinary, or significant personal contribution of someone closely associated with the District, it will be proper for an individual's name to be bestowed upon a building or other facility.

Decisions to name buildings or facilities after an individual shall be made under circumstances free from emotion and transitory pressures. Therefore, at least a year shall elapse between the first written request to the Chancellor of the District and the time when further action shall be taken on that proposal by the Board of Trustees.

In addition to facilities, plaques, memorials, superior campus events, such as athletics, fine arts, lectures, and other activities may be eligible under this policy.

Submitted to Board for First Reading 10-18-83

Approved by Board 11-1-83

Adopted: May 19, 1981
Amended: December 14, 2004

RIVERSIDE COMMUNITY COLLEGE DISTRICT

Regulations for Policy 7070, Naming of Facilities

- I. The Board of Trustees of Riverside Community College District retains authority for naming all buildings and facilities within the District. The Board delegates to the Chancellor of the District the process of evaluating and making the recommendation for naming buildings and facilities. To aid the Chancellor in this process, an established committee, the Facilities Recognition Committee, will gather the requests, other required data, and make a recommendation to the Chancellor for any suggested namings. The Facilities Recognition Committee shall have District representatives from the following campus groups: faculty, administration, staff and students.
- II. Each proposal for naming a District facility shall be considered on its own merits. No commitment for naming shall be made prior to Board of Trustees approval of the proposed name.
- III. General Guidelines
 - A. Individual or group requests are to be submitted in writing to the Public Affairs and Institutional Advancement Office. A "PRESENTATION OF A CANDIDATE FOR RECOGNITION" Form must be completed as required by the Facilities Recognition Committee.
 - B. Individuals or groups making application should be prepared to make a presentation to the Facilities Recognition Committee with supporting materials and additional information. The committee will keep the requesting individual informed on the application's progress.
 - C. The Facilities Recognition Committee will review the information and, if applicable, forward the written information with the recommendation to the Office of the District Chancellor.
 - D. When possible, a building name should include the function of that facility in its title.
 - E. In addition, plaques, memorials or any form of recognition to be affixed to any building, structure or facility of the Riverside Community College District shall be subject to the aforementioned procedure for approval.
- IV. A name for a District facility must meet one or more of the following criteria:
 - A. It must designate the function of a facility.

- B. It must reflect natural or geographic features.
- C. It must reflect a traditional theme of a college or university.
- D. It must honor an individual:
 - 1. When no gift is involved:
 - a. It must honor a person who has achieved unique distinction in higher education or other areas of public service.
 - b. It must honor a person who has served the Riverside Community College District in an academic capacity and has earned a reputation as a scholar.
 - c. It must honor a person who has served the Riverside Community College District and made extraordinary contributions to the District.
 - d. When a proposal for naming in honor of an individual involves service in an academic or administrative capacity, a proposal shall not be made until the individual has been retired or deceased at least one year.
 - 2. When a gift is involved:
 - a. The District Board will take into consideration the significance and amount of the proposed gift as either or both relate to the realization or completion of a facility or to the enhancement of the facility's usefulness to the District. For an amount to be considered *significant*, it shall either fund the total cost of the facility to be named, or provide funding for that portion of the total cost which would not have been available from any other source (such as federal or state loans or appropriations, student fees, bond issues, etc.)

December 14, 2004

RIVERSIDE COMMUNITY COLLEGE DISTRICT
BUSINESS FROM BOARD MEMBERS

Report No: X-C

DATE: September 16, 2008

Subject: Resolution Recognizing Board of Trustees Vice President Virginia Blumenthal – Resolution No. 6-08/09

Background: Board of Trustees Vice President Virginia Blumenthal is being recognized as a 2008 YWCA Woman of Achievement. Ms. Blumenthal was designated as a “Person Who Makes a Difference” by the Press-Enterprise and is a recipient of the Athena Award of the Inland Valleys. She has spent her adult life giving back to the community and bringing prominence to the City of Riverside and Riverside Community College District through her service and professional achievements.

Recommended Action: It is recommended that the Board of Trustees approve Resolution No. 6-08/09 recognizing the outstanding achievements of Board of Trustees Vice President Virginia Blumenthal to the community and the college district and celebrates her selection as a 2008 YWCA Woman of Achievement.

Irving G. Hendrick
Interim Chancellor

Prepared by: Jim Parsons
Associate Vice Chancellor
Public Affairs & Advancement

RIVERSIDE COMMUNITY COLLEGE DISTRICT

Resolution No. 6-08/09

Recognition of Board of Trustees Vice President Virginia M. Blumenthal –
2008 YWCA Women of Achievement Recipient

WHEREAS, Virginia Blumenthal serves as a member of the Riverside Community College District Board of Trustees; and,

WHEREAS, Ms. Blumenthal is one of the original appointees to and a past chair of the RCCD Citizens' Bond Oversight Committee; and,

WHEREAS, Ms. Blumenthal is an alumna of Riverside Community College and Riverside Poly High School; and,

WHEREAS, Ms. Blumenthal is an upstanding member of the larger Riverside community and a respected member of the legal community; and,

WHEREAS, Ms. Blumenthal has distinguished herself as an attorney, having been named one of "The 77 Best Female Litigators in California" and one of the "Top 100 Most Influential Attorneys in the State of California"; and,

WHEREAS, during her 33 years of practice, she has accumulated numerous other professional awards and recognitions, and has achieved the highest possible rating by the leading national attorney directory; and,

WHEREAS, Ms. Blumenthal is also a noted community supporter and philanthropist, having served as president of the Riverside Philharmonic, past chairman and coach of the Riverside County High School Mock Trial program for more than 20 years, head judge of the Riverside County Spelling Bee, and honorary chair of the American Cancer Society "Relay for Life"; and,

WHEREAS, Ms. Blumenthal was designated as a "Person Who Makes a Difference" by the Press-Enterprise, is a recipient of the Athena Award of the Inland Valleys, and is a past recipient of the YWCA Women of Achievement Award; and,

WHEREAS, Ms. Blumenthal has spent her adult life giving back to the community and bringing prominence to the City of Riverside and Riverside Community College District through her service and professional achievements; and,

WHEREAS, Ms. Blumenthal, as the head of Blumenthal Law Offices and as an elected official, continues to make a difference in our community;

THEREFORE, be it resolved that on this day, September 16, 2008, the Board of Trustees of the Riverside Community College District officially recognizes the outstanding contributions of Ms. Virginia M. Blumenthal to the community and the college district and celebrates her selection as a 2008 YWCA Woman of Achievement.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES

